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The Solicitors' Journal

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Current Topics.

"Savidge" Tribunal's Power to Commit.

FEW WILL approve of the intervention of Judge ATHERLEY-JONES in speaking of the SAVIDGE case, while still the subject of a judicial inquiry, in a speech at Westbourne Park Baptist Chapel last Sunday, widely reported in the Press. But it must be pointed out that the affirmative reply of the Home Secretary to a question whether the tribunal had power to commit for contempt of court was not strictly accurate. The tribunal has not that power. What the chairman can do, when any person does something which would, if the tribunal had been a court of law having power to commit for contempt, have been contempt of that court, is to certify the offence to the High Court, which may thereupon inquire into the alleged offence, and after a trial with witnesses punish as for contempt of court. To a supplementary question whether a judge could be committed, no answer was returned; but a judge must, it is evident, be included in the expression "any person," and if the judge of one court chooses to commit contempt of another court there seems no reason in law or common sense why he should be exempt from the consequences. Indeed, it might not unjustly be said that he should be more stringently dealt with than others, as being peculiarly in a position to know the law and to realise the importance of maintaining it.

Witnesses in Affiliation Cases.

IT IS unfortunate that the exclusion of bastardy proceedings from the general operation of the Summary Jurisdiction Acts has persisted; if it had not, a difficulty which has inadvertently been produced in such proceedings could not have arisen. As is well known, the law as to the maintenance of bastard children grew out of the Poor Law, and some of the procedure before justices was laid down in the statutes relating to the poor. Thus s. 101 of the Poor Law Amendment Act, 1844, gave justices power to compel the attendance and the testimony of witnesses in affiliation applications, but unluckily the Poor Law Act, 1927, repealed that section. No doubt its relevance to affiliation cases was overlooked. It is particularly troublesome that the old power, often exercised, of calling the defendant as a witness, is affected. He could be called to support the complainant (*R.* v. *Flavell*, 1884, 49 J.P. 406). Of course, the parties are not entirely without the means of forcing witnesses to appear and give evidence. They can still do so by Crown Office subpœna.

The Home Secretary and Whist Drives.

THOSE WHO take the view that properly conducted whist drives afford harmless and innocent recreation, and that it is absurd or worse that they should be forbidden by law, may nevertheless unfeignedly regret the Home Secretary's answer to Commander KENWORTHY's question last week on the matter in the House of Commons. Sir WILLIAM JOYNSON-HICKS, after premising that legislation to authorise such recreation would involve "highly controversial" reform of the laws as to betting and gaming taken as a whole, stated that he preferred not to embark on it, but to instruct the Metropolitan Police to refrain from interference, save in cases where real mischief seemed likely. He added that he hoped the local authorities in charge of the borough and county police forces would follow his example, but, of course, could not compel them to do so. In the above answer Sir WILLIAM not only presents his opponents with the cheap sneer that he is initiating a policy of enforcing only those laws of which he happens to approve, but gives them, as and when they may take future office, an even more disastrous precedent to imitate his course of action, but making other choices of the law to be disregarded. As an example, a Labour Home Secretary might not attach such importance to ss. 1 (2) and 3 (1) of the Trade Disputes and Trade Unions Act of last year, as Sir WILLIAM does, and in fact, if he could find a good excuse for ignoring them, might be glad to do so. If then he instructed the police to disregard them, he could explain to the House of Commons that he viewed these sub-sections just as Sir WILLIAM viewed the veto on whist drives. And a similar policy might be possible for a Free Trade Home Secretary in respect of smugglers of silk (though perhaps the Chancellor of the Exchequer for the time being might become an ardent upholder of the law) or for a cynical one to withdraw his men from the unpleasant duty of acting as guardians of public morals on the ground that murders and burglaries more urgently required their attention. The issue whether the local authorities will follow the unfortunate example of the Home Secretary remains to be seen. If they do so, possibly *mandamus* may lie against them, forbidding them to instruct policemen to ignore statutory offences which may be brought to their notice. As to whether *mandamus* would lie against the Home Secretary himself might be a nice constitutional question, since it can be used against the Postmaster-General (*R.* v. *P.M.G.*, 1878, 3 Q.B.D. 428), the Board of Trade (*Cowes and Newport Railway Co.* v. *Board of Trade*, 1874, 43 L.J., Q.B. 242), and perhaps the Minister of Health (*R.* v. *Local Government Board*, 1885, 15 Q.B.D. 70), presumably the answer would be in the affirmative.

Non-Political Machinery for Reform.

SIR WILLIAM'S view that he could not legalise whist drives without embarking on a highly controversial bill for reforming the laws as to betting and gaming and lotteries as a whole is probably well founded. As appeared from our note on p. 342, *ante*, whist drives offend both against the Betting Act, 1853, and the Gaming Houses Act, 1854, and probably against various other and even more ancient statutes. To attempt a revision of these would, of course, be "asking for trouble"; if the revision did not go far enough to please them, "sportsmen" would say that the Government were truckling to the Anti-Gambling League and "kill-joys" generally; if it in the least broadened the present law, the "kill-joys" would

bring formidable opposition to bear, and, whatever it was framed to do, the other parties would make all political capital out of it in their power by exploiting opposition for all they were worth. In the circumstances it is much to be regretted that Mr. BALDWIN, Mr. LLOYD-GEORGE and Mr. RAMSAY MACDONALD cannot between them devise machinery to enable any Government to present important bills of this nature on the agreed basis that no party criticism is to be made on them, and that the Government and opposition whips as such are not to interfere with the voting. Had such machinery been devised in 1909, there can be no doubt that the Government, without prejudice, would have brought in a bill to carry out the recommendations of the majority of the Royal Commission on Divorce, the continued absence of which may almost be regarded as a standing insult to the eminent men who signed the report. Similarly, it would have been much more straightforward if the bill to legalise the Totalisator, obviously desired by the Government, and not officially opposed either by the Liberal or Labour Party, had been so brought in. A prime factor in such an agreement between the parties would be provision that defeat on such a bill, however important, would in no way prejudice a Government, or involve any sort of honourable obligation to resign.

Hotel Bill Divorces and the Duty of Solicitors.

LORD MERRIVALE has stated that, if in any particular case it comes to his knowledge that any solicitor has recommended the course which he terms "the hotel bill farce," he will send the relevant papers to the Public Prosecutor. Since any solicitor may any day be consulted by a woman anxious to divorce her husband, the matter may be regarded as one for the grave consideration of the profession as a whole. Supposing then, that a solicitor said to such a client: "If by any means you can procure evidence, such as a receipted bill, to prove that your husband has spent a night in an hotel with another woman, whom he has passed off as his wife, and if moreover you are not guilty of connivance or infidelity or other matrimonial offence yourself, you will have reasonable material for your petition," the question may be asked whether he has offended against the law, or even against any professional rule. Assuming that the answers were in the negative, the further question might arise, if the lady presently returned to her adviser with such a bill, whether he would be bound to subject her to cross-examination as to how she obtained it. In nineteen out of twenty cases the explanation, assuming the client was ready to give it, would be that it was sent by, or by the direction of, the husband. Would then the solicitor be bound to assume that there was a conspiracy between the spouses to obtain a decree of divorce? If so, of course, he should peremptorily decline to entertain the case. In this event, however, probably the client, like the gallant captain in the poem, would "toddle off, and give the case to Mr. COBB"—who might present it on the footing that, although the respondent evidently desired divorce, there was no evidence of any connivance. The issue therefore appears to be whether a lady who comes to a solicitor after such advice, bearing her sheaf in the form of such a bill, must be presumed to be guilty of a criminal conspiracy to pervert the ends of justice. Obviously a divorce obtained on the evidence of an hotel bill sent to the wife by the husband is based on mutual desire, and so long as the law is based on the theory that the respondent must not lift a finger to bring about a consummation so devoutly to be wished as his freedom, the law will be difficult to administer.

Marriage Under Pressure.

A JUDGE'S observations must often suffer through consideration for press purposes, and therefore we feel some diffidence in commenting upon the remarks attributed by a Cornish newspaper to the judge at the recent Bodmin Assizes. In dealing with a charge against a man of twenty-three under the Criminal Law Amendment Act, he is reported to have said, "The Criminal Law Amendment Act was never meant for these children's cases; why is this boy brought here? Why are not these people married?" Prisoner's counsel replied that according to his instructions the defendant was quite willing to marry the girl. In answer to the learned judge, however, the girl said she did not wish to marry the prisoner. Prosecuting counsel offered no evidence, and the jury brought in a formal verdict of not guilty. In another case a man of twenty-two was bound over for a similar offence and was advised, the report states, to marry the girl. It is difficult to support the proposition that the Criminal Law Amendment Act is not meant to be applied to charges against young persons, since the Act of 1922, by s. 2, makes express provision as to a defence of reasonable belief with regard to the age of the girl if the defendant be a man of twenty-three years of age or under. If police authorities are aware of alleged offences of this character, it is difficult for them to avoid taking proceedings especially as different tribunals may well take different views of the intention of the legislature. Their only safe guide is the language of the statute. So far as the question of marriage is concerned, we venture to doubt the wisdom of suggesting or encouraging marriage between the parties concerned in an offence of this kind. If they are on such terms of genuine affection as to make marriage probable it is generally more likely that the affair will be hushed up than that it will be brought into court. If they are not, then a marriage contracted under pressure of circumstances begins under a serious disadvantage, and hopes of future happiness are by no means rosy. The same consideration often arises in bastardy cases, upon which members of the legal profession may have the responsibility of advising. The future of a child is of course of immense importance, but an unhappy marriage between its parents may be of very little benefit to it in the long run.

Illumination of Rear Number Plates.

A DECISION with regard to the above was given recently by the Stipendiary Magistrate of Manchester. The Road Transport Lighting Act, 1927, came into force on 22nd April, 1928, and s. 1 is to the effect that every vehicle on any road during the hours of darkness shall carry two white lamps in front and one red lamp at the rear. The hours of darkness are: in summer time, between one hour after sunset and one hour before sunrise; during the rest of the year, between half an hour after sunset and half an hour before sunrise. Under the Motor Cars (Use and Construction) Order, 1904, Art. II (7), and the Road Vehicles (Registration and Licensing) Regulations, 1924, No. 26, the red light at the rear was required to illuminate the identification mark on the back of the vehicle, between half an hour after sunset and half an hour before sunrise throughout the year. An Oldham motorist having been charged with not having his rear number plate illuminated, it transpired that the Minister of Transport was of opinion that the recent Act did not do away with the previous regulations as to illumination of rear plates. The Stipendiary Magistrate held, however, that the recent Act, s. 11 (2), had the effect of repealing the previous regulations, and he therefore dismissed the summons relating to non-illumination of the rear plate. The defendant was fined 5s. on a charge of not having two white lights at the front under the new Act, the old regulation of 1904 having only required one white light in front. The doubt as to the repeal apparently arose from the wording of the above s. 11 (2), which states that any Act or order . . . regulations, etc., so far as the same relates to the carrying of lights . . . shall cease to have effect. These words, however, are half-way down the paragraph, and may be governed by the opening words, viz., the powers of any local or other authority under any Act to make orders, etc., shall cease and determine. Section 2 (2) of the recent Act contemplates the illumination of a rear number plate, and any doubt as to time may be

removed by the Minister of Transport, who is empowered by regulations to add to or vary the requirements of the Act.

Illegal Burial.

A MOST unusual offence was recorded earlier in the year when the vicar of an Essex town, and his sexton, were each fined £5 for knowingly burying a body within limits in which burials had been required to be discontinued by Order in Council made under the Burial Acts. These Acts specifically provide that, before an order is made, notice shall be given to the incumbent of the church affected, and that it shall also be screened on the church door or some other similarly conspicuous place. A plea of ignorance could not, therefore, prevail, apart from the fact that the town council had warned the vicar in respect of certain previous burials within such limits, at which he had officiated. The body in the present case, that of a parishioner, having been buried in the forbidden ground by the express permission of the sexton, and after a service by the vicar, the proof of offence was complete, a counsel's plea of inadvertence, though no doubt properly made, was disregarded. It is to be noted that in *Re Kerr*, 1894, p. 285, the statutory prohibitions of burial in certain grounds, which are based on reasons of sanitation, have been held inapplicable to cremations, since a body reduced to ashes cannot with accuracy be termed a corpse within the Acts.

Traffic Regulations in London. Restricting Private Rights.

THE NEW regulations issued by the Minister of Transport putting restrictions on the common law right of frontagers to load and unload goods from or into their premises are a reminder how very extensive the Minister's powers are under the London Traffic Act, 1924. The present regulations come within paras. (7) and (8) of the 3rd Sched. to the Act, which authorise regulations "for prescribing the conditions subject to which, and the times at which, articles may be loaded on to or unloaded from vehicles, or vehicles of any particular class or description, on streets," and "for prescribing the conditions subject to which, and the times at which, vehicles, or vehicles of any particular class or description, delivering or collecting goods or merchandise, or delivering goods or merchandise of any particular class or classes, may stand in streets, or in streets of any class or description, or in specified streets." There is here clear power given to restrict rights, but generally without express words private rights cannot be so restricted. This argument was put strongly in a case recently before Mr. MEAD at the Marlborough-street Police-court, where a gentleman, who had been a guest of a resident in St. James's-square, claimed the right to leave his car on the space allocated for a parking place, for as long a time as was convenient to himself. The case was adjourned for further argument, which should prove interesting.

Copyright in Race Cards.

CASES ON copyright have recently been considered by the courts on several occasions, and attention might be drawn to yet another case, in which the question was raised whether there could be any copyright in race cards containing the names and the colours of racing greyhounds in the order in which they had been drawn for running: *Greyhound Racing Association, Ltd.* v. *Shallis and Others* (*Times*, 25th March, 1928). It appeared in this case that the plaintiffs, from information received from the Press, put into type overnight the names of the dogs that would be running on the following day and that they purchased on the day of the race the official race cards, immediately the latter were available, subsequently arranging the names of the dogs in their proper order in accordance with the official cards and printing off their own race cards. On an interlocutory motion by the plaintiffs for an injunction to restrain the defendants from infringing their alleged copyright in these race cards, Mr. Justice EVE refused to grant the injunction, inclining to the opinion that the plaintiffs did not enjoy any copyright in respect of the race cards in question. The decision of Mr. Justice EVE in the above case may be supported on the ground that the race cards could not be regarded as being in the nature of a literary composition, inasmuch as no skill and labour was necessary in arranging the dogs in the order in which they were to run, and in this respect this case somewhat resembles *Chilton* v. *Progress Printing & Publishing Co.*, 1895, 2 Ch. 29, where it was held that a selection made by the plaintiff of horses that were likely winners was not a literary composition, and as such the subject of copyright, and that accordingly the publication of a card giving a list of horses which the plaintiff and other sporting experts had selected as likely winners, together with the names of the experts making the selection, did not constitute an infringement of copyright. With these cases, however, might be contrasted the case of *British Broadcasting Co.* v. *Wireless Gazette Publishing Co.*, 1926, 1 Ch. 433, in which case it was held by ASTBURY, J., that there was copyright, at any rate, in a compilation of several broadcasting programmes in advance and probably also even in each individual programme, but this decision may be distinguished on the ground that the preparation, arrangement and editing of the actual programmes involved considerable time, skill, labour and expense, whereas in *Greyhound Racing Association, Ltd.* v. *Shallis and Others* there was neither literary merit or skill in arranging the names of the dogs in their proper order, nor was there any labour involved therein (at any rate, on the part of the plaintiffs).

"May" or "Shall."

THE IMPATIENCE of the layman with the methods of lawyers is often based on the accusation that lawyers never use plain language to express what they mean. Sometimes indeed, it is roundly asserted that the lawyer intentionally darkened counsel in order to provide work for himself. This is too absurd to need an answer; but the milder charge is sometimes well founded. Admittedly framers of statutes and other legal documents cannot foresee every possible situation that may arise; litigation is often genuinely necessary so that judicial interpretation may settle the true construction of a phrase or even of a single word. Even so, one cannot help feeling that by now it ought to be possible to avoid ambiguity about the word "may." There have been many cases in which it was found that in order to give proper effect to statutory provisions the word must be held to imply something very like "must" or "shall." Stroud's "Judicial Dictionary" contains page after page of citations on this one small word. That being so, it would seem not unreasonable to ask that in new statutes, at all events, care should be taken to obviate the need for case law establishing the meaning of such words. Yet a recent case, reported at 92 J.P.N. 362, shows that the difficulty still manifests itself. The Divisional Court made absolute a rule directed to Spelthorne Justices at the instance of the Staines Rural District Council to hear and determine summonses taken out under the Housing Act, 1925. The argument turned upon the use of the word "may" in the material section. It seems a pity that doubt should not be avoided by using unequivocal expressions in framing Acts of Parliament. If "shall" is intended, that word can be used. If, on the other hand, a discretionary power is to be conferred, some definite expression such as "may, but need not unless it seems just and reasonable," might be found to indicate that neither "shall" nor "must" was implied. If it be impossible to convey the intentions of the legislature on such a point beyond all doubt then the reproaches directed against "what lawyers make of law" are in part deserved. We do not imagine that if our suggestion were carried into effect it would solve all difficulties. The question would remain, for instance, of the obligation to exercise a discretion where such exists. What we do urge is that it is quite possible to reduce the number of difficulties by an apt choice of language.

The Savidge Inquiry.

(*Continued from p.* 377.)

Last week we reported the opening of this inquiry. It continued up to and including Wednesday last, occupying six days in all.

The evidence of Miss SAVIDGE, which remained substantially unaffected by a lengthy cross-examination, was followed by that of her mother and father, who testified to her overwrought condition on arrival home.

The evidence of the police began on the third day. The officers concerned denied the allegations made by Miss SAVIDGE, and said that they treated the case as one arising in the ordinary course of their duty, and conducted it throughout with propriety and courtesy. They asserted that Miss SAVIDGE was a willing witness who volunteered most of the statements recorded by them during her interrogation, which lasted, allowing for interruptions, for about three hours. They said she was calm and collected all the time and was returned home in a cheerful frame of mind so far as all outward appearances indicated.

Mr. LEES SMITH put to the police witnesses a number of questions directed to the point whether the taking to Scotland Yard of Miss SAVIDGE and interrogating her there at length was done on the personal responsibility of Inspector COLLINS, or in carrying out an established system in the ordinary course of his work.

The genesis of the enquiry and the steps taken in it were gone into with great particularity, the police being followed in the witness-box by the Director of Public Prosecutions. He explained his position in relation to the police. He said that, so far back as 1877, in the great case where four leading police officers of the Metropolitan Force were charged with offences of great gravity, the Treasury Solicitor, who was then (in a very haphazard way) the person responsible for public prosecutions, requisitioned the services of a trusted superintendent of the same force to make the necessary investigations, and that from the first appointment of a Director in 1879 the consistent practice had been for him to seek the assistance, in London, of a member of the Metropolitan Police Force, and elsewhere of an officer of the force in whose area the crime being inquired into had been committed.

Sir ARCHIBALD BODKIN insisted, most emphatically, that this was the only practicable method of carrying out his work. His staff was neither numerous enough nor suitable for the kind of work he entrusted to the police, which would often involve detailed inquiries in many places, easily made by the police who could, if necessary, detail subordinate officers for different parts of the work. His staff consisted of barristers and solicitors, and it would be extremely undesirable if they had to take preliminary statements from witnesses whom they would afterwards have to examine in court, and perhaps have to seek leave to treat as hostile.

The Chairman put to many of the official witnesses, including the Director of Public Prosecutions, a series of questions whether there was not between the accused person who could not be questioned at all, and the ordinary witness such as one to the identity of a pickpocket, a third class of persons, who might need protection of some sort because what they said in their statements might affect their moral character and their future life. Sir ARCHIBALD expressed the opinion that the duty of such persons was to make a full and frank statement, relying on the Director not to expose them to public disapprobation, save in the gravest cases, where private considerations must give way to the public needs.

The principal points in Mr. BIRKETT'S address to the tribunal were that the whole matter had, in the House of Commons, been raised, though not wilfully, in a misleading way; that the purpose of the police interrogation was not to re-open the police court case but to ascertain whether evidence did or did not exist to justify a prosecution for perjury; that witnesses to such a charge would of necessity be severely cross-examined as to credit, and that it was therefore necessary to see whether they could sustain such a cross-examination; that there was no concerted plan to take Miss SAVIDGE to Scotland Yard, she went willingly, and only after seeing Sir LEO MONEY later did she make any complaint of her treatment.

Sir PATRICK HASTINGS said that the way Miss SAVIDGE was got to Scotland Yard was an outrage and a system which permitted it absolutely intolerable; that one of the strongest objections was that no corroboration was possible of Miss SAVIDGE, because the police, having so arranged matters as they had, no person who could give evidence on her behalf was present. He submitted that there was no possibility of mistake. The question was which side was telling the truth and he asked the tribunal to believe Miss SAVIDGE, who had been very little affected in cross-examination.

The case has aroused immense interest. Day after day the public have crowded into every space available for them, and members of the Bar have occupied every spot in court into which they could possibly squeeze. The profession has naturally been especially keen to see the unwonted spectacle of a Director of Public Prosecutions in the witness box, and to hear his views on the powers and practice of his important office.

As might be expected from such eminent counsel, a high level of forensic skill has been exhibited; the leaders have taken on themselves the main burden of the work in court, including the cross-examination of all the witnesses. The tribunal has shown itself patient to listen to all relevant matters. It must be taken as not the slightest implied disparagement of the part played by the legal members of the tribunal if we give a special word of praise to Mr. LEES SMITH, the layman, who has shown an unusual faculty for rapidly "finding himself" in an unusual environment, and skill in getting from the witnesses answers upon aspects of the case to which he has obviously devoted much industrious study.

In common with a large number of our fellows, we await with great interest the report, which will no doubt be rendered at an early date by a tribunal which has gone to work with so little delay, and gone on steadily from day to day till its inquiry has been completed.

Loss due to a Warlike Operation.

WE had occasion, *ante* p. 376, to consider the principles affecting the question whether a loss has been caused by a warlike operation, and we should like to draw attention to the recent decision of the Court of Appeal in *Hain Shipping Co. Ltd.* v. *Board of Trade*, *Times*, 9th June, 1928. In that case a vessel, the "Trevanion," which had been requisitioned by the Shipping Controller, was on a voyage from the United States with a cargo of oats, when it came into collision with another vessel, the "Roanoke," which latter vessel had been requisitioned by the United States Government, and was proceeding from England to the United States, with a cargo of mines, which were no longer required for the purposes of the war, the collision being occasioned by the negligent navigation of both vessels. The question therefore was whether the injury to the "Trevanion" was the consequence of a "warlike operation" and the determination of this question depended on the further question whether the "Roanoke" was engaged at the time on a warlike operation. Assuming that to have been the case, it would appear on the authorities that the injury was caused by a "warlike operation," notwithstanding the negligence of the vessels involved. It seems clear from *A.-G.* v. *Adelaide Steamship Co. Ltd.*, 1921 A.C. 291, that the loss or damage may be none the less occasioned by a warlike operation where the vessel carrying out that operation has been carrying it out negligently. Further, as L.J. SCRUTTON pointed out in *Hain Shipping Co. Ltd.* v. *Board of Trade* "if a loss were equally caused by two risks or perils the person

insuring or bearing the risk of one of those perils is not relieved because another peril which he did not insure or bear the risk of, equally contributed to the loss." The matter will be found well summed up by Lord SHAW in *A.-G.* v. *Adelaide Steamship Co.*, 1923, A.C., at p. 300, in these words: "Faulty navigation on the part of one ship or the other is of course the determining factor of responsibility as between the two ships, but in my opinion it is not a legitimate factor for the other purpose which is here attempted, namely of converting a war risk into a sea risk. Once the category of warlike operations attaches to the movements of the vessel, that category must attach although those movements had an element of negligence in their operations."

The real question in *Hain Steamship Co. Ltd.* v. *Board of Trade* therefore was whether the "Roanoke" was at the time engaged in a warlike operation. It is important to observe that in this case the collision took place after the armistice, and that the mines were being carried back probably in the belief that the war was coming to an end; but on the other hand it is equally important to note the finding of the arbitrator that the "Roanoke" was at the time proceeding as a regular commissioned mine planter of the U. S. Navy. The Court of Appeal was of opinion that the vessel was employed in a warlike operation, and this decision may be supported on the ground that the armistice did not even suspend the operations of war, the blockade being continued and German vessels and vessels carrying contraband being still liable to capture; nor did the fact that the vessel was taking the mines back to the United States in the probable belief that hostilities were concluded, affect the warlike character of the vessel's operations for in the view of the Court of Appeal, proceeding home after the conclusion of hostilities was as much a warlike operation as proceeding to take part in hostilities. Although no adequate definition of "warlike operation" can be given, the suggested definition of Lord Justice SCRUTTON in the above case would appear to be very suitable for covering the variety of acts which might be considered to constitute a "warlike operation," that definition being to the effect that "warlike operation includes all the operations of a belligerent power or its agents which form part of, or directly lead up to, or are the necessary result of those processes of attack and defence which are of the essence of war," thus slightly amending the definition suggested by Lord CAVE in *Commonwealth Shipping Representative* v. *P. & O. Branch Service*, 1923, A.C., at p. 199.

America and the Middle Temple.

THE Middle Temple has, for many years, been known as the American Inn. In fact, it has been truly said that the Society of the Middle Temple took a leading part in the birth of the American Nation. Its close association with the United States dates from far beyond the Declaration of Independence and has continued almost uninterruptedly to the present time. An analysis of admissions of Americans to the four Inns of Court shows that the Middle Temple has registered at least fifty names in excess of the combined totals of the other three Inns.

Sir WALTER RALEIGH who, perhaps above all men, was responsible for the colonisation of Virginia, thereby setting the foundation stone of the American Commonwealth, was a member of the Middle Temple, and many of the greatest names in American history are to be found in the Admission Registers of the Inn. ABEL KETELBY, Landgrave of South Carolina, and THOMAS KIMBERLEY, Chief Justice and Attorney-General, JOHN DICKINSON of Pennsylvania, ARTHUR LEE of Virginia, WILLIAM LIVINGSTONE, one of the framers of the Constitution, and numerous others, received their early training in the Middle Temple.

The Library contains the finest collection of American Law and Reports to be found in Europe, and is the Mecca of American lawyers having business in London. Among recent important gifts to the Library may be noted the *Corpus Juris*, presented by Mr. BARNETT HOLLANDER of the Middle Temple and the New York Bar; a complete set of the official reports of Virginia, presented by the State of Virginia; and forty volumes of Delaware reports, presented by the Delaware Bar.

To these must now be added a complete set of the Ohio reports in 136 volumes, presented by the Supreme Court of Ohio. The value of this generous gift is considerably enhanced by the following resolution with which it was accompanied:—

SUPREME COURT OF OHIO.

COLUMBUS.

Whereas: The Library of the Middle Temple of the Inns of Court is without a set of the reports of the decisions of the Supreme Court of Ohio; and

Whereas: The State of Ohio was the scene of bloody battles between the French and the English Colonists during the Seven Years War and was a part of the Northwest Territory which was ceded to Great Britain by France in 1763; and

Whereas: It is earnestly desired to promote and cultivate the most friendly relations between all English speaking nations; and

Whereas: American Courts of Justice are indebted to the English Common Law for many sound principles which have become deeply imbedded and firmly established in American Jurisprudence; and

Whereas: An examination of our Ohio decisions will disclose that we frequently cite and quote from the English reports, and that we profit by the collective wisdom and recorded experiences of past ages; and

Whereas: We recognize the truth that, however greatly our problems may differ, however diverse the method of approach, and however at variance the practice and procedure, the broad unchangeable principles are the same; and

Whereas: The tenacious love of the English people for their treasured history and traditions finds an echo in the pride of their American descendants who hold that history and those traditions scarcely less sacred;

Now, therefore, be it resolved, by the Supreme Court of the State of Ohio, U.S.A., that the reports of its decisions constituting its contribution to the English Common Law be presented to the ancient Middle Temple as a token of friendship and an expression of goodwill, and as a discharge in some small measure of the debt we cheerfully acknowledge, and with the hope that it will add one more tie to those of common ancestry, language, literature and traditions, and a common passion for justice.

In Testimony whereof, I, the Chief Justice of the Supreme Court of Ohio, have hereunto subscribed my name and caused the seal of said court to be affixed at Columbus, Ohio, this 28th day of January, in the year nineteen hundred and twenty-eight.

(Signed) CARRINGTON T. MARSHALL,
Chief Justice of the Supreme Court of Ohio.

The Librarian of the Middle Temple brought this gift to the notice of the Bench at a meeting of their Parliament on Thursday the 7th inst., when Lord Reading, the Treasurer, caused the following letter of acknowledgment to be sent to the Chief Justice of the State of Ohio:—

The Treasury,
Middle Temple,
London, E.C.4,
8th June, 1928.

Dear Sir,

It gives me great pleasure to forward to you a copy of a Resolution passed by the Treasurer and Masters of the

Bench of the Middle Temple at their Parliament held on 7th June, 1928 :—

"This Parliament accepts with gratitude the generous gift of 136 volumes of the Reports of the Ohio Supreme Court, and further desires to acknowledge with great satisfaction the letter of the Chief Justice of the Supreme Court which accompanies the gift above mentioned. The Treasurer and Masters of the Bench desire cordially to reciprocate the sentiments therein so eloquently expressed."

Yours faithfully,
(Signed) READING,
Treasurer.

The Chief Justice,
Supreme Court of Ohio,
Columbus, U.S.A.

A Conveyancer's Diary.

Meaning of "Trustees of the Settlement" in L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3).

Where, immediately before 1926, the entirety of the land held in undivided shares, but not vested in trustees or personal representatives (see *Re Dawson*, 1928, 1 Ch. 421), was settled land held under one and the same settlement, it vested on the 1st January, 1926, in "the trustees of the settlement," if there were any, as joint tenants, upon the statutory trusts ; if there were no such trustees, then, pending the appointment of "such trustees," it vested in the Public Trustee, by virtue of L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3) : *Re Catchpool*, 72 SOL. J. 226 ; 1928, W.N. 80.

In discussing *Re Catchpool*, on p. 219 *ante*, we inquired how "such trustees" were to be appointed, since "trustees of the settlement" in para. 1 (3) was construed to mean "trustees of the settlement" for the purposes of the S.L. Acts, 1882-90, and those Acts have now been repealed and, in fact, the "settlement" affecting the land had come to an end on the land becoming subject to a trust for sale by virtue of Part IV.

Now, it seems from the report of *Re Catchpool*, which has recently appeared in 1928, 1 Ch. 429, that Russell, J. (as he then was), *did*, in fact, make an appointment of certain persons to be "trustees of the settlement." This did not appear from the earlier reports. Unfortunately, the later report does not show that either counsel in their arguments, or the learned judge in his judgment, referred to the difficulty. Hence it is by no means clear how the court was able to appoint "trustees of the settlement," there being, in fact, no settlement then subsisting.

It seems that the only way to get out of the difficulty is by construing the expression "such trustees" as, in effect, equivalent to "trustees" simply, meaning thereby trustees for sale to replace the Public Trustee, and not "trustees of the settlement."

There are two points about the report of *Re Catchpool*, 1928, 1 Ch. 429, on which comment may be made. First, the limitations of the testator's will might well have been set out so as to show clearly that the land was held in undivided shares, was not vested in trustees or personal representatives, and was settled land held under one and the same settlement. Secondly, one of the counsel is described as "for the defendants . . . entitled in remainder *and the Public Trustee*" (see p. 431), and yet, on p. 433, the learned judge is reported as follows : "I dispense with service on the Public Trustee." It may be that the explanation is that in applications under L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (3) (v), the same practice is to be observed as in applications under *ib.*, para. 1 (4) (iii), namely, the Public Trustee should be made a respondent, but he need not be served if he has not been requested to act : see 1927, W.N. 60. But even if that be so, it is not clear how appearance is made for the Public Trustee if he has not been served. A Practice Note elucidating the position in such cases would be valuable.

Registration of Right to a New Lease under L. and T.A., 1927, s. 5.

Section 5 of the Landlord and Tenant Act, 1927, authorises a tenant in certain circumstances, and in lieu of claiming compensation under the Act, to serve on the landlord notice requiring a new lease of the premises to be granted to him. Where such notice is duly served, the tribunal, on application made, may order the grant of a new tenancy.

Under L.C.A., 1925, s. 10 (1), Class C (iv), a land charge is registrable in respect of "any contract by an estate owner or by a person entitled at the date of the contract to have a legal estate conveyed to him to convey or create a legal estate, including a contract conferring either expressly or by statutory implication a valid option of purchase, a right of pre-emption or any other like right."

The question arises whether or not the right conferred by the Landlord and Tenant Act, 1927, s. 5, *supra*, is registrable under the L.C.A.

The matter is one of some difficulty, for the above definition of an "estate contract" is a wide one ; see in particular the words "by statutory implication" and "or any other like right." But it is conceived that the real effect of s. 5, *supra*, where applicable, is to enable the tenant to apply to the tribunal for the grant of a new lease ; a right to have the lease arises from an order made by the tribunal. Until the tribunal has made an order for the grant of a tenancy there is only "a potential interference" with the enjoyment of the property, and there cannot be said to be a *right* in or to a new lease until that order is made.

It seems, therefore, that until an order is made by the tribunal there is no right or interest amounting to an estate contract. On an order being made, it should immediately be registered : see L.C.A., 1925, s. 6 (1) (*a*) (see the words "order affecting land . . . made by any court") and s. 20 (2) (see in particular the words "or the county court"). But, in fact, when an application to the tribunal for a new lease is made it should be registered as a pending action under s. 2 (1).

Landlord and Tenant Notebook.

Jurisdiction of High Court under s. 19 of the Agricultural Holdings Act, 1923.

An important point and one on which there has not been as far as we are aware any previous authority, was decided by Talbot, J., in *Horrell* v. *Bletso*, 1928, W.N. 159.

The point in question was whether the High Court had jurisdiction to hear a claim for compensation payable under the Agricultural Holdings Act, 1923, where the amount of the compensation had been agreed between the parties, but had not been paid within fourteen days of the same becoming due. The material section which deals with this point is s. 19 of the Agricultural Holdings Act, 1923, which is as follows :—

"Where any sum agreed or awarded under this Act to be paid for compensation, costs or otherwise by a landlord or tenant of a holding is not paid within fourteen days, after the time when the payment becomes due, it shall, subject as in this Act provided, be recoverable upon order made by the county court as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable."

In *Horrell* v. *Bletso*, the amount of the compensation which had been agreed as payable was £532 odd—a sum therefore, in excess of the ordinary jurisdiction of the County Court—but as the sum in question was not paid within fourteen days

of its becoming due, proceedings for its recovery were taken by the tenant against the landlord in the High Court. The landlord thereupon objected that the High Court had no jurisdiction by reason of the provisions of s. 19 of the Agricultural Holdings Act, 1923.

Now, it is quite clear as Talbot, J., held to be the case, that in the above circumstances the proceedings might have been brought in the County Court, notwithstanding that the amount claimed (£532) was in excess of the minimum amount of £100 for the purpose of giving the County Court jurisdiction in ordinary cases, since s. 19 of the Agricultural Holdings Act, 1923, refers to " any " such sum being recoverable " as money ordered by a County Court under its ordinary jurisdiction to be paid is recoverable."

The question however, whether the County Court alone is to have jurisdiction in such cases, irrespective of the amount claimed, does not appear to be so easy to determine, since s. 19 is vaguely worded and might easily be construed as having that effect. Talbot, J., however, took a different view, and considered that s. 19 did not affect the jurisdiction of the High Court, and he based his opinion on the fact that the language of s. 19 was not imperative in providing that the County Court should have jurisdiction. In his judgment, Talbot, J., said " the question was whether the right which the Act gave to a party to recover any sum under the Act in the County Court was exclusive and implied an inability or incapacity to bring an action for it in the High Court. The answer to that question depended upon the construction of the Act, and in construing the Act the only safe rule to apply was to endeavour to ascertain from the words used what the Legislature had enacted. *The language of s. 19 was permissive not imperative.* The section said that where the sum agreed or awarded was not paid it should be recoverable upon an order made by the County Court. It did not say that the sum must be recovered or shall only be recoverable upon an order so made. The legislature might easily have used such words as these, if it had been desired to do so, but it had not done so. It was clear both on principle and authority, that if the *prima facie* right of a person to bring an action in the High Court was to be taken away it should be by express words, and here the necessary words had not been used."

And, in this connexion, one is reminded of a similar provision in the Rent Restrictions Acts, i.e., s. 17 (2) of the Act of 1920, which provides that " a county court shall have jurisdiction to deal with any claim or other proceeding arising out of this Act or any of the provisions thereof, notwithstanding that by reason of the amount of claim or otherwise the case would not, but for this provision, be within the jurisdiction of a county court, and if a person takes proceedings under this Act in the High Court which he could have taken in the county court, he shall not be entitled to recover any costs." Like s. 19 of the Agricultural Holdings Act, 1923, this section does not oust the ordinary jurisdiction of the High Court in Rent Restriction cases, though, of course, the High Court has no jurisdiction to deal with the various applications (for apportionment and the like) which may be made under those Acts; cf., *X-rays Ltd.* v. *Armitage*, 1922, W.N. 27; but s. 17 (2) of the Rent Act, 1920, differs from s. 19 of the Agricultural Holdings Act, in the important respect that no costs will be allowed under the former provision to a successful party when the proceedings might equally well have been taken in in the County Court, by virtue of the provisions of s. 17 (2) or otherwise.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

Our County Court Letter.

BREACH OF PROMISE OF MARRIAGE.

THE difficulty of ascertaining when an action is substantially based on the above is shewn by the decision of the Divisional Court on 26th April, 1928, in *Sutton* v. *Parnell*, unreported. The facts were as follows: The plaintiff had become engaged to the defendant's son, and in June, 1927, the wife of the defendant proposed that the plaintiff should arrange with a building society for the purchase of a house. The plaintiff accordingly bought a house, and the arrangement was that the defendant, his wife, and their son should live there, and that the plaintiff would also live there after her marriage to the son. The plaintiff later bought some furniture, and sent it to the house at which the defendant had taken up his abode. In November, 1927, the plaintiff broke off the engagement, and afterwards sued the defendant in the county court for possession of the house, and obtained judgment. In an action for the return of the furniture at Nuneaton County Court, His Honour Judge STAVELEY HILL held that the matter depended on a promise of marriage, and that he had no jurisdiction under the County Courts Act, 1888, s. 56. That section provides that the court shall not have cognizance of any action (inter alia) for breach of promise of marriage, unless the parties consent under s. 64. The learned judge therefore gave judgment for the defendant, but the plaintiff appealed on the ground that though the engagement showed how the defendant obtained the furniture, it was unnecessary to prove the breach of the promise in order to recover the articles. In the Divisional Court Mr. Justice SALTER was of opinion that the authorities had been misapprehended in the court below, and an order was therefore made, with costs, for a new trial.

In *Parsons* v. *Burgess*, 1927, W.N. 230, the plaintiff claimed the return of £40, a sewing machine and an engagement ring given by him to the defendant in contemplation of their marriage, the defendant having broken the engagement. On a summons for a writ of prohibition against the Judge of Clerkenwell County Court, the defendant's case was that the plaintiff would have to prove not only that there was no marriage, but also that there was a wrongful breach of promise. The plaintiff's case was that he had deposited £40 with the defendant for use after their marriage, and that as the claim was in bailment the county court had jurisdiction. Mr. Justice ACTON held that in substance the claim was one for damages for breach of promise, and directed the writ of prohibition to issue.

The last-named decision followed that in *Hunt* v. *North Staffordshire Railway*, 5 W.R. 731. The plaintiff claimed £17 12s. 6d., being " moneys paid for loss of time and attendance before magistrates upon a complaint and information of W, on behalf of the defendants." In fact the plaintiff had been summoned before the magistrates on a charge of riding in a railway carriage without having paid his fare. The magistrates dismissed the charge, with costs, and the plaintiff sued the company in the county court for his expenses as above. It was held that the claim was in substance one for malicious prosecution, and that as the county court had no jurisdiction under the above s. 56, a writ of prohibition must issue.

An alternative procedure is that adopted in *Cohen* v. *Sellar*, 70 SOL. J. 505, in which Mr. Justice MCCARDIE laid down the conditions governing the destination of an engagement ring, according to whether the engagement is broken by either party or by mutual consent. The plaintiff had sued in the county court for the return of the ring, but the latter action was first adjourned to await the High Court decision, and was afterwards removed to the High Court, being made a counter-claim in the pending action.

It will be noted that in the first-named case above, the claim was not against the other party to the engagement, but against his father. The question of breach of promise of marriage did not therefore arise between the parties before the court.

Practice Notes.

ILLEGAL CLAIM TO UNEMPLOYMENT BENEFIT.

At the Oswestry borough sessions, on 25th May, a father and son were charged with making false declarations for the purpose of obtaining unemployment benefit. The father pleaded guilty and the son not guilty. The case for the Ministry of Labour was that at the beginning of last November both defendants were unemployed, and were receiving unemployment benefit. They were subsequently offered work on a farm, viz., pulling sugar beet, for which they were to be paid at contract rates, and in respect of which they were to receive a total sum of £21. The defendants undertook the work, which occupied them from the second week in November to the end of December, and although occasionally interrupted by bad weather, they were able to work practically every day. Nevertheless the defendants claimed and were paid their unemployment insurance in respect of all except six days of the above period. The farmer gave evidence as to the work done by the defendants, and a clerk from the labour exchange produced their receipts for the payments in question. The son's defence was that on some days they could only work for an hour and they then had to leave off because of bad weather. The Mayor, Councillor J. Baird, stated that the bench considered the case to be serious, as the money came from the taxpayers' pockets. Each defendant was fined £7 10s. or in the alternative would be imprisoned for a month. It is to be noted that under the Unemployment Insurance Acts, 1920 to 1927, a person is not unemployed on a day on which he has a paid occupation, unless (*a*) the occupation is one that could ordinarily have been followed in addition to his usual employment and outside his working hours, and (*b*) the amount he receives in payment does not exceed 3s. 4d. a day. Difficult questions of fact may arise on the application of the above rule, and it is necessary to disclose the circumstances at the labour exchange. In the event of an adverse decision, the contributor can appeal to the Court of Referees, but if he makes no disclosure he is liable to be prosecuted for making a false declaration of unemployment.

Reviews.

The Case of Jean Calas. By Frederic Herbert Maugham, K.C. London: William Heinemann, Ltd. ix and 204 pp. 6s. net.

"Jean Calas, aged sixty-three, was a Huguenot, a cloth merchant residing at Toulouse, with a wife and six children, four boys and two girls. He was accused of having murdered his eldest son, Marc Antoine, aged twenty-nine, who was found dead in his father's shop on the 13th October, 1761. Jean was found guilty by the Parlement de Toulouse, on the 9th March, 1762, tortured and broken on the wheel. Voltaire . . . took up the matter and, according to the contemporary view, proved that poor Jean Calas was a victim of religious intolerance, and that Marc Antoine had, in truth, committed suicide. As the result of the efforts of Voltaire and his friends, Calas was with all solemnity 'rehabilitated' by the Parlement de Paris, on the 9th March, 1765, and those who had been accused with him were acquitted." With those words Mr. Justice Maugham (as he now is) opens his striking study of the remarkable case of Jean Calas. The interest which the case has at different times aroused can be imagined when it is realised that a bibliography, published in 1869, of works relating to Calas consists of ninety French, nine English, fifteen German and twelve Dutch items, in addition to engravings and articles in reviews, encyclopædias and collections of Celebrated Trials!

Mr. Justice Maugham's study is in every way admirable. The story of the trial and rehabilitation is told in a style so simple and direct that the reader is charmed. The facts are thoroughly sifted, due emphasis being laid on those which were really relevant to the issue. The letters and documents in the case are reprinted in an Appendix. It is not to the criminologist alone that this work will appeal, but to every one who cares for an amazing story attractively told.

Books Received.

Honour in Company Law. G. W. Wilton, K.C., Barrister-at-Law (Sheriff-Substitute of Lanarkshire). 1928. 28 pp. Edinburgh and Glasgow: William Hodge & Co., Ltd. 1s. net.

Income Taxes in the British Dominions. A Digest of the Laws imposing Income Taxes and Cognate Taxes in the British Dominions, Colonies, etc. Second edition. Compiled in the Inland Revenue Department, London. Large crown 8vo, stiff boards. pp. 406. 1928. H.M. Stationery Office. 5s. net.

Accountancy Law, Theory and Practice. M. R. Emmanuel, M.A., B.C.L., Barrister-at-Law, and H. J. Eldridge, F.S.A.A., Incorporated Accountant. Medium 8vo, cloth boards. pp. xxxii and 733 (with Index). London: Virtue & Co. Ltd., 7, City Garden Row, City-road. 42s. net.

Stock Exchanges, London and Provincial. Ten year record of Prices and Dividends (shewing relative prices where par values have been altered). 1918 to 1927 inclusive. Twentieth issue. June, 1928. Crown 4to, cloth boards. pp. 542. Fredc. C. Mathieson & Sons, 16, Copthall-avenue, 20s. net.

Memories. By Harry Preston. With a portrait by Richard Sickert, A.R.A. and other Illustrations. Demy 8vo, cloth boards. pp. xvii and 288. London: Constable & Co., Ltd. 15s. net.

The Unemployment Problem. An Appeal to the Prime Minister. Sir G. B. Hunter, D. Sc. Wallsend Shipyard, Wallsend-on-Tyne.

The Scots Law Times. Incorporating the Scottish Law Reporter. 1928. Part 25. June 2nd. Edinburgh: W. Green & Son, Ltd. 1s. 6d. net.

The Monthly Journal of The Incorporated Society of Auctioneers and Landed Property Agents. Vol. II. No. 18. June, 1928. Published by "Isalpa," 26a, Finsbury-square, E.C.2. To non-members 3s. 6d. per annum, post free.

Prevention of Bribery. No. 148. May, 1928. The news-sheet of The Bribery and Secret Commissions Prevention League, Incorporated, 22, Buckingham-gate, S.W.1.

Minnesota Law Review. Journal of The State Bar Association. Vol. XII. No. 6. May, 1928. Faculty and Students of The Law School of The Univeristy of Minnesota, Minneopolis Minn. 60 cents.

The Bombay Law Journal. Vol. V, No. 12. May, 1928. The Maneck Printing Press, Anand Nivas, Tribhuvan-road, Bombay 4. R. 1.8.0.

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THE MIDDLESEX HOSPITAL.

When called upon to advise as to Legacies, please do not forget the Claims of the Middlesex Hospital, which is urgently in need of Funds for its Humane Work.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Will—Devise to Infant with Condition Subsequent—Title.

Q. 1277. A testator, who died in 1912, by his will, after giving a life interest in his residuary trust fund to his wife, devised the same upon trust to a great nephew, A, absolutely, subject to the provisions contained in a clause in his will as follows :—

(1) The devisee to take and use the surname of the testator either alone, in addition to, or after his surname within twelve months of becoming entitled.

(2) The devisee to be and remain a faithful Protestant in religion, and if not a Protestant the devise to such person to lapse and be void.

The will then provided that if the devisee—

(1) Failed to observe the conditions, the property should pass absolutely to a great nephew, B, similarly in the case of the failure of B, in succession to other great nephews, C, D, E and F.

(2) And finally, in the event of neither of the six great nephews observing the conditions as to real estate, to the use of testator's right heirs in fee simple, and as to personal estate to the persons who would be entitled thereto under the statute for the distribution of intestate estates.

At the time of the testator's death in 1912 the devisee, A, was five years old and is now over twenty-one years of age. He has intimated to the executors and trustees of the will his intention of complying with the conditions as to adopting the testator's surname, and also claims that he is a faithful Protestant in religion, that he has been from his earliest years brought up in the religion of the Church of England as a Protestant and that it is his intention to so continue. A has applied to the trustees to assent to the devise of the property to him upon the completion of the necessary steps for carrying out the change of surname stipulated for in the testator's will, and has also undertaken to sign a declaration as to the fulfilment of the condition as to religion.

(1) Subject to the discharge of the testator's debts and funeral expenses and payment of death duties, are the trustees justified in assenting to the devise to A ? If so, does A acquire an absolute fee simple in the real property ? Would A acquire such an estate in the real estate as would entitle him to sell or mortgage the property at any time during his life if he so desired ? The will contains no provision for sale, but it is assumed that a settlement of land was constituted and that devisee A has the power of a tenant for life under the S.L.A., 1925, s. 1 (i) (ii) (*b*) and (*c*), and s. 20 (i) (ii) and (iii).

(2) With regard to the residuary personal property, this is charged with payment of certain annuities, consequently as long as the annuitants live the trustees propose to retain the corpus to provide for payment of the annuities. Upon the death of the last surviving annuitant does A become absolutely entitled to the corpus ?

A. For the purposes of this answer it will be assumed that the "residuary trust fund" included realty, and that there was no trust for sale. It is not stated whether the testator's wife survived him, or, if she did so, when she died, but, since A has applied to the trustees to "assent" to the devise to him, it must be assumed that she is now dead. In fact, the testator's estate presumably having long ago been wound up, and payments in respect of income made either to the wife or for A's maintenance, or accumulated for A, assent has already been made to the devise under the doctrine of *Wise* v. *Whitburn*, 1924, 1 Ch. 460. As to whether A, whose estate is apparently not contingent on his attaining the age of twenty-one years, has already forfeited it because he has not yet assumed the testator's surname will depend on the exact terms of the will as a whole and the date of the death of the widow, and reference may be made to *Re Edwards*, 1910, 1 Ch. 541, laying down that an infant cannot "refuse or neglect" to take a name, though it is possible that he may "fail" to do so, see *Bevan* v. *Mahon-Hagan*, 1892, 31 L.R. (Ir.) 342. The position on 1st January, 1926, will then depend on alternatives on which insufficient data are given to form an opinion. If A had not forfeited his estate then the land was settled land, either under the S.L.A., 1925, s. 1 (1) (i) (if the testator's widow was alive), or 1 (1) (ii) (if she was dead). In the former case the legal estate passed to her under the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*c*), and then to her special representatives, in the latter to the trustees. If A is entitled on coming of age they will convey to him under s. 7 (2) of the S.L.A., 1925. A will then have an estate subject to a gift over in a particular event, and will have the powers of a tenant for life under the Act, see ss. 1 (2) (*b*) and 20 (1) (viii).

A's title to the personalty, so far as it depends on the condition subsequent is similar to his title to the realty, and the trustees should retain it.

Vendor and Purchaser—Absence of Documentary Title.

Q. 1278. In investigating a title for a purchaser, difficulties have arisen upon the following points As to part of the property, the abstract shows that in 1857 A mortgaged to B for £400. In 1862 B transferred to C, who advanced an additional £100, A joining in the transfer and giving covenant for repayment (Note, this is the last mention of A in the abstract.) Next comes four successive transfers of the mortgage debt of £500 in each of which transfers appears a recital that all interest has been paid. The next link in the title is a statutory declaration by G (who is the administrator of F) that (1) F had for twenty years prior to his death (1919) had undisturbed possession of the property and was in receipt of the rents therefrom, (2) the property was leased in 1905 by F for twenty-one years and during that term the rent was received by F during his life and after his death by G as his administrator, (3) the property was included as part of F's estate on his death and duty paid thereon, and (4) no adverse claim had ever been made. G in April, 1927 repaid the mortgage, and shortly afterwards sold to my client's vendor. The title to the remainder of the property is merely the statutory declaration. In requisitions I have contended that the statutory declaration, being by an interested party, is insufficient and should be substantiated by some independent person (see Dart "Vendor and Purchaser," 7th ed., at p. 370). I have also asked for evidence of who paid the mortgage interest, as, unless this was paid by F and G respectively during the periods mentioned in the statutory declaration, it is not conceived how a possessory title could be obtained. The vendor's solicitors contend that the statutory declaration by G in sufficient and the question of who paid the mortgage interest has no bearing as it could not stop F acquiring a possessory title.

A. In respect of the equity of redemption G offers an undocumented title which practically depends on his own good faith, though any breach of it would of course give rise to civil action on the covenant for title, and criminal proceedings on the statutory declaration. The opinion here

given, however, is that the purchaser is not bound to accept such a title. There should be independent evidence both of payment of rent to and mortgage interest by F and G. Title under the Statutes of Limitation can of course be forced on a purchaser, a striking instance being that in *re Horsell and Atkinson's Contract*, 1912, 2 Ch. 1, where it was not even offered; but it must be properly evidenced. The possessory title to be shown must be for at least thirty years, see *Jacobs* v. *Revell*, 1900, 2 Ch. 858, at p. 869; and as to the dangers of such a title see *re Nisbet & Pott's Contract*, 1906, 1 Ch. 386.

Executors of Executor—Responsibilities in respect of Unrealised Assets and Leaseholds.

Q. 1279. J.P., by his will (proved on 24th July, 1893) appointed W.P. and H.B.P. his executors and (*inter alia*) declared that certain policy moneys therein referred to "shall not be sold by my executors under the trust for sale of my personal estate but the moneys derivable therefrom shall become when due the property of the person or persons entitled to the residuary estate." The policy moneys referred to are payable on the death of X. H.B.P. died in the lifetime of J.P., and probate of his will was granted to the surviving executor, W.P., on the date above stated. W.P. died in 1905, and his will was proved by his widow and four daughters, the executors therein named, on 6th June, 1905. The widow has since died. By his will W.P. made certain specific devises and bequests, and gave the residue of his estate to his executors upon trust to pay to his son, C.P., an annuity of £80 during his life. This son is still living and receives the annuity. The only part of the estate of J.P. remaining outstanding is apparently the policy moneys payable on the death of X. There may also be a claim for dilapidations under a lease for lives which determines on the death of X. An opinion is asked (*a*) Who are the proper persons to give a receipt for the policy moneys when they become payable and to discharge any claim for dilapidations under the lease? Can the four surviving trustees of the will of W.P. do so, either under A.E.A., 1925, s. 7 (1) as executors of an executor, or under the T.A., 1925, s. 18 (2), as personal representatives of the last surviving trustee? Alternatively, ought trustees to be appointed of the will of J.P., and if so, by whom?

A. W.P.'s surviving executors are J.P.'s legal representatives under the A.E.A., 1925, s. 7 (1). They should assign the benefit of the policy on the life of X to the person entitled to it under the will of J.P. The liability of personal representatives as such in respect of leaseholds is now regulated by the T.A., 1925, s. 26, as slightly amended by the L.P. (Am.) A., 1926 schedule. They should convey the leaseholds in question to the trustees or other persons entitled under J.P.'s will, in accordance with s. 26, *supra*. If conveyance ought to be to the trustees, and there are none, the personal representative of the surviving trustee should be requested to appoint new ones under ss. 18 (2) and 36, unless, of course, J.P. gave some other person the express power to do so. If J.P. expressly or impliedly appointed W.P. and H.P.B. trustees as well as executors, and there is no express power of appointment given, W.P.'s surviving executors, if they wish to rid themselves of liability, should appoint such trustees and assign to them as above.

Long Term—Enlargement—L.P.A., 1925. s. 153.

Q. 1280. From a recital in an indenture of 24th June, 1879, it appears that, by a lease of 1st May, 1583 (which is not in our client's possession), certain lands in the manor or lordship of A were granted to J.W. for the term of 2,000 years, at the yearly rent of 45s., with power of entry and distress for recovering arrears "also paying 30 shillings in the name of a heriot upon the decease of every one dying tenant of the said lands." By the said indenture of 1879 a portion of the said lands were assigned by the then owner of the whole of the leasehold interest for all the residue then to come of the said term of 2,000 years granted by the said lease "freed and discharged and exonerated from all and all manner of rents heriots sum and sums of money services covenants conditions and agreements due and payable or hereafter to be due or payable" under the said lease. The manor of A appears to have become extinct long ago and nothing is known as to the lands ever having been copyhold within the memory of man nor is there any record of any rents having been paid under the lease. The present owner desires to sell the land as freehold. Will he be justified in executing a deed of enlargement under L.P.A., 1925, s. 153, and selling as owner in fee simple?

A. Yes. If any difficulty arises, it is as to the heriot, which, payable at variable times, might not be within the phrase "periodical payment" in the definition of "rent" in the L.P.A., 1925, s. 205 (1) (xxiii), see *Jones* v. *Ogle*, 1872, L.R. 8 Ch. 192, at p. 198. However, rent may fluctuate in amount and still be periodical, and on this view both rent and heriot have been barred by lapse of time within s. 153 (1) (*b*), for the heriot may be regarded as an increase of rent in certain years. *Re Lidiard & Jackson's Contract*, 1889, 42 C.D. 254, and *Blairberg* v. *Keeves*, 1906, 2 Ch. 175, may also be cited in aid.

Settled Land—Trustees—S.L.A., 1925, s. 30 (3)—One Personal Representative having disappeared—Title.

Q. 1281. A died on 26th September, 1919, having by his will dated 1st June, 1919, appointed B, C and D to be his trustees, and after sundry provisions bequeathed his personal and real effects unto his trustees Upon trust to permit his wife "the full use and enjoyment and rents" during her life, and "after her decease" directed his trustees to hold his cottage at X upon trust to give his son, E, the rents, after the usual rates and expenses were paid, and on his (E's) decease directed that his said cottage should be given to his grandson F absolutely. The wife predeceased testator. Probate of will granted 23rd January, 1920. In 1923 E (then tenant for life) and F, the reversioner, mortgaged said property, and they now wish to sell. B is dead; the whereabouts of C is unknown. Can D appoint someone to act with him so as to create trustees of the settlement, or must the parties go to the court for appointment of trustees, or how should the title be made?

A. On 1st January, 1926, the mortgagees took a 3,000 years term under the L.P.A., 1925, 1st Sched., Pt. VII, para. 1, and the tenant for life the legal estate in fee under Pt. II, paras, 3 and 6 (*c*). Assuming that there was nothing in the will to make the trustees of the will as such trustees within the S.L.A., 1925, B (if then alive), C and D became trustees under s. 30 (3) if they were also appointed executors, and proved the will. They can be displaced, however, by appointment by E and F under s. 30 (1) (v), and this course is recommended. If E and F appoint themselves as trustees for the purposes of the Act, they can execute a vesting deed in their own favour, sell, either subject to the mortgage or paying it off, and divide the purchase money or the residue of it, as the case may be, according to their interests.

Undivided Shares—Disagreement between Owner-Trustees—Remedies.

Q. 1282. In 1921 a house, with a garden and yard and outbuildings belonging thereto, were conveyed to A and B as tenants in common. A is living in the house but B is using part of the yard as a builder's yard, and the parties have hitherto agreed upon the payments to be made in respect of such user. Differences have now arisen between the parties and B, who is a builder, wishes to live in one half of the house so as to be near the yard which is used by him. A refuses to allow B to have any part of the house, but offers to purchase from B his half share of the property. B will not agree to this suggestion, but insists on claiming one-half of the house. The house could be adapted for two families, but at present there is a complete deadlock between the parties. Can B insist on being let into part of the house? On the other hand, can any steps be taken by A to compel B to sell his share in the property to A?

A. Since 1925 A and B have been trustees for sale under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), with power to postpone sale under s. 25 or partition under s. 28 (3) If, however, they cannot agree, obviously they must bind themselves to arbitrate or one of them must invoke a court to exercise the usual Chancery jurisdiction of administering a trust. A house can, of course, be partitioned, see *Turner* v. *Morgan*, 1803, 8 Ves. 143. In providing for costs the court would no doubt consider how far either trustee-owner had behaved unreasonably.

Correspondence.

Decontrol of Dwelling-house by Grant of Lease.

Sir,—With reference to your article under the above heading commenting on *Bartram* v. *Brown and Another*, 72 Sol. J. 354, is it not too readily assumed that the decision is correct?

The expression "the tenant" is used throughout the Rent Acts more often than "a tenant," and both expressions appear to mean the same thing, e.g., s. 2 (3) of the 1920 Act.

Why should the former expression in s. 2 (2) of the 1923 Act be chosen for "a strict interpretation" and not the same expression in s. 1 of the 1920 Act, which section was held to apply to a house which had been let to a new tenant?

No doubt there was some reason why the plaintiff did not rely on s. 2 (1) of the 1923 Act.

Cannon-street, E.C.4. F. R. B.
30th May.

Sir,—I am afraid I cannot agree with the argument of your correspondent.

The provisions of the Rent Acts which deal with control must surely be distinguished from those provisions which deal with decontrol. It seems to be obvious that the former provisions must necessarily refer to "*a*" tenant and not to "*the*" tenant since the Rent Acts operate *in rem* and not in *personam*, and since otherwise they would cease to function once the controlled sitting tenant ceased to occupy the premises.

As regards sub-s. (2) of s. 2 of the 1923 Act, the interpretation which the Divisional Court put on the words "the tenant" in that sub-section can further be supported on the grounds that if that sub-section referred to *any* tenant and not to the sitting tenant, it would be easy for a landlord immediately to decontrol the premises by granting a reversionary lease of the premises to a third person for the term required by that sub-section.

In *Bartram* v. *Brown* the point was in fact taken (but there was no substance in it as the court indicated) that the premises had become decontrolled under s. 2 (1) of the 1923 Act as well; but it was held in that case that the landlord had not in fact come into possession of the *whole* of the premises since part of it (three rooms) were at the material time being occupied by the sub-tenant of the tenant, whom the landlord had taken no steps to eject, although apparently he might have done so, as the sub-tenancy was created in breach of covenant.

Your Contributor.

Vendor and Purchaser—Stamp on Satisfied Mortgage.

Sir,—In reference to the reply to this question (1264), which appears on page 365 of your issue of the 2nd instant.

The mortgage to the bank for an unlimited amount being a legal mortgage, will form a link in the purchaser's title, and the purchaser must see that the document of title is properly stamped.

Section 88 (1) and (2) of the Stamp Act deals with the point. Sub-section (2) provides in the case of a mortgage for an unlimited amount the security is to be available only for an amount covered by the *ad valorem* duty impressed thereon, and if an advance is made in excess of that amount the security is to be deemed a *new and separate instrument*, bearing date the day on which the advance is made.

It is submitted that the purchaser is entitled to evidence protecting him against this. He may not be entitled to a certificate from the bank manager specifying the largest amount at any time owing, but it is submitted that he is entitled to a certificate that the amount owing on the security did not at any time exceed the amount for which the mortgage is stamped.

The difficulty is caused by the wording of the latter point of sub-s. (2).

Canterbury. Percy Maylam.
4th June.

[The suggestion made above is, in effect, that a requisition lies as to whether "a new and separate instrument," undisclosed by the vendor, affects the title. This would be question and answer "negativing the existence of an incumbrancer," and therefore, it is submitted, within *Re Ford and Hill*, 1879, 10 C.D. 365. The reconveyance would, of course, effectively bind the mortgagee bank.—Ed., *Sol. J.*]

NOTES OF CASES.

Court of Appeal.

No. 1.

Hain Steamship Co. Limited *v.* **The Board of Trade.**

Scrutton, Lawrence and Greer. L.JJ. 8th June.

Shipping—Collision—Requisitioned Ship—Charter-party T.99—Crown Taking War Risks—Negligence of both Steamers—Warlike Operation—Liability of Crown under War Risks Clause.

Appeal from a decision of Rowlatt, J., 44 T.L.R. 344. In 1917 the steamship the "Trevanion," belonging to the appellants, was requisitioned by the Shipping Controller under the charter-party T.99, which provided that the Crown should be liable for all consequences of warlike operations, but that the owners were to bear the marine risks. In December, 1918, the "Trevanion" was on a voyage from the United States with a cargo of oats, and a steamer, the "Roanoke," which had been requisitioned by the United States Government, was on a voyage from England to the United States with a cargo of mines which were no longer required for the purposes of the war. On the night of Christmas Day the steamers came into collision in mid-Atlantic, with the result that the "Trevanion" was damaged. The collision was due to the fact that both steamers were being negligently navigated at the time. The arbitrator considered that he was bound by the decisions in the *Geelong Case—Commonwealth Shipping Representative* v. *Peninsular and Oriental Branch Service*, 1923, A.C. 191, and the *Warilda Case—Attorney-General* v. *Adelaide Steamship Company Limited*, 1923, A.C. 292, and held that the collision was a consequence of warlike operations, and that, therefore, the Crown was liable to pay the owners of the "Trevanion." On appeal by the Board of Trade, which had succeeded to the Shipping Controller, against the award, Rowlatt, J., held that, as hostilities had ceased, the mine-carrying steamer was not engaged in a warlike operation, and that the Crown was not liable. The owners of the "Trevanion" appealed.

Scrutton, L.J., said that if a loss were equally caused by two risks or perils the person insuring or bearing the risk of one of those perils was not relieved because another peril which he did not insure equally contributed to the loss, and if the "Roanoke" was engaged in a warlike operation conducted negligently so as to cause the loss, the persons liable for war

risks were not excused because the loss was equally contributed to by the negligence of another ship. There remained the question whether the "Roanoke" about six weeks after the armistice began was engaged in a warlike operation. The armistice did not suspend the operations of war. The state of active war might have revived in full severity. The Crown was liable to the shipowners and the award of the arbitrator in their favour must be restored.

LAWRENCE and GREER, L.JJ., delivered judgment to the same effect. Appeal allowed.

COUNSEL: *Dunlop*, K.C., and *Balloch*; *The Attorney-General* (Sir T. Inskip, K.C.), and *Russell Davies*.

SOLICITORS: *Thomas Cooper & Co.*; *The Solicitor to the Board of Trade*.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Kooperman.** Astbury, J. 30th March.

BANKRUPTCY—FOREIGN—ENGLISH IMMOVABLES—FOREIGN JUDGMENT—CURATEUR ORDERED TO SELL—APPLICATION BY CURATEUR *ex parte* TO ENGLISH COURT—CURATEUR APPOINTED RECEIVER IN ENGLAND TO SELL.

Motion.

A Russian subject trading in Belgium was in 1924, declared a bankrupt by the Antwerp Tribunal de Commerce, and a curateur appointed, and the Brussels Court of Appeal affirmed the Court below. The principal assets were two leasehold houses in W, and nearly all the creditors were British. In spite of opposition from the bankrupt the court in Belgium authorised the curateur to sell the leaseholds. As the Belgian judgments could not affect the English immovable property (see "Dicey, on Conflict of Laws," 4th ed., p. 477), and as there were no means of bringing the bankrupt before the British court the curateur moved here *ex parte* for an order that the fit said leaseholds should vest in him as curateur, and that some and proper person should be appointed receiver with authority to sell such leaseholds on his behalf, relying on *Bergerem* v. *Marsh*, 1921, B. & C., Kep. 195, which showed that the English court ought to assist the trustee in a foreign bankruptcy to realize assets in England.

ASTBURY, J., after stating the facts, said: I appoint the curateur without security receiver in England of the W leaseholds with authority to sell the same and to retain and deal with the proceeds as trustee in the Belgian bankruptcy the costs of this application are to be paid out of the proceeds of sale.

COUNSEL: *Tindale Davis*.

SOLICITORS: *Leader, Plunkett & Leader*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

In re **Howden and Hyslop's Contract.**

Astbury, J. 26th April.

SCOTTISH EXECUTOR — COMPENSATION — RE-SEALING IN ENGLAND—REAL AND PERSONAL ESTATE IN ENGLAND—POWER TO SELL REAL ESTATE IN ENGLAND—SEPARATE GRANT—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (16 & 15 Geo. 5, c. 49), ss. 168, 175.

Vendor and purchaser summons.

This was a summons by a purchaser to determine a question of title. The facts were as follows:—By a trust disposition and settlement in Scottish form, dated 21st November, 1920, and a codicil thereto, dated 14th November, 1922, the testator, a domiciled Scotsman, with property in Scotland and real and personal estate in England, appointed the vendors executors. He died in 1927, in October, and in the following December confirmation of the vendors, as executors, was granted by the Edinburgh Courts Commissariat. In the following January this confirmation was re-sealed in the principal registry in England, and thereupon the vendors, as personal representatives of the testator, contracted to sell certain English real estate to the purchaser. On title being shown the purchaser took the objection that the re-sealing of the Scottish confirmation did not give the vendors any power to deal with English real estate, but that the trust disposition must be separately proved in England before a good title could be made. It is provided by the Supreme Court of Judicature (Consolidation) Act, 1925, s. 168, that a confirmation of the executor of a person, who died domiciled in Scotland, "which includes besides the estate situate in Scotland, also personal estate situate in England," shall, on being sealed with the seal of the principal probate registry, "have the like effect as if it were a grant made by the High Court," that is to say, in accordance with s. 175, "a grant of probate or of administration." On behalf of the purchaser, it was contended (*inter alia*) that the use of the words "*personal* estate in England," in s. 168, preserved the old probate practice as to a fresh grant for realty in England. Whereas, for the vendor, it was contended that those words were only put in to show that if there was no personalty there was no jurisdiction to re-seal.

ASTBURY, J., after stating the facts, said:—Re-sealing the confirmation under s. 168 of the Supreme Court of Judicature (Consolidation) Act, 1925, which re-enacted s. 12 of the Confirmation of Executors (Scotland) Act, 1858, is expressly equivalent to a grant of English probate. Up to 1st January, 1898, executors, with a re-sealed confirmation, could sell English leaseholds (see *Hood* v. *Lord Barrington*, 1868, L.R. 6 Eq. 218), and since the Land Transfer Act, 1897, s. 1 and s. 2, sub-s. (2), now replaced by the Administration of Estates Act, 1925, ss. 1 and 2, they could sell English freeholds (see Key and Elphinstone's Precedents, 12th Ed., 1926, Vol. I, Pt. I, p. 459). The Probate Registry have taken the view that re-sealing under the 1858 Act only constitutes executors personal representatives in respect of personalty, and a separate grant for realty is required: see Tristram and Coote's Probate Practice, 16th Ed. (1926), pp. 302-303. The purchaser has contended that the words "personal estate situate in England," in s. 168, were retained in order to preserve the existing registry practice and limit the re-sealing to personalty. I cannot take that view on the clear language of s. 168. It is unnecessary to discuss why the words "personal estate situate in England" were retained. Probably the vendor's explanation is correct, viz., that if the testator had only real estate and no personal estate in England the Scottish courts could not affect that real estate. But if he has personal estate, re-sealing is allowed, and there is no reason for disregarding the plain words of s. 168, making it equivalent to a grant of probate. The purchaser's objection fails, and the summons is dismissed with costs.

COUNSEL: *Vannade*; *W. J. Whittaker*.

SOLICITORS: *Vizard, Oldham, Crowder & Cash*, for *Mills and Reeve*, Norwich; *Neish, Howell & Haldane*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Mackenzie *v.* **Mackenzie.**

Lord Merrivale, P. 19th April.

DIVORCE—WIFE'S PETITION FOR DISSOLUTION—"HOTEL EVIDENCE"—QUESTION OF COLLUSION—ADJOURNMENT FOR INQUIRY BY KING'S PROCTOR.

In this undefended divorce suit, the circumstances of which were unusual, the court directed an adjournment for inquiry by the King's Proctor as to whether there had been collusion between the parties.

Lord MERRIVALE, P., said that he found the adultery proved, but that there was a serious question whether the proceedings were collusive. There were singular circumstances

surrounding the marriage of the parties and their previous cohabitation. They were quite young people at the beginning of their association, and they set up housekeeping together. As the result of the association the petitioner became a mother. This establishment was maintained a good many years until, early in 1925, the respondent told the petitioner that he was in love with another woman, but offered to marry the petitioner to ensure her position and that of the child. After the marriage in July, 1925, husband and wife remained under the same roof for about ten days. The husband then went away and never returned, although from time to time he called upon his wife at the flat where she maintained herself and the child. He repeatedly begged his wife to divorce him and at last she said that she would. Thereupon the husband went to a hotel where he stayed with a woman and sent his wife particulars. Later the wife consulted her solicitor and a meeting followed between husband and wife to discuss what should be done about the child. On the face of it the petition might seem to be the result of a collusive proceeding, and if so, the petitioner was barred from obtaining a decree. He doubted whether he ought not to dismiss the suit and leave the petitioner to take proceedings without any taint of collusion, but he would not take that course. The petitioner had been remarkably ill-used, as anyone who had attended to the evidence would conclude. It so happened that the court was in a position to get proper assistance to deal with such a case as this which was not free from difficulty. The respondent's adultery had been proved and that finding would be recorded. He would adjourn the case generally for the papers to be sent to the King's Proctor. If, after reasonable investigation, the King's Proctor came to the conclusion that the communications between the parties did not amount to collusion, he (his Lordship) would be content to pronounce a decree.

Counsel thereupon asked the Court to limit the time for reasonable investigation by the King's Proctor. His Lordship, in refusing the application, said that it would not be right to fetter the King's Proctor in that way. If, after inquiry, intervention by the King's Proctor was not necessary, the case could be restored to the list.

COUNSEL: *Tyndale* for the wife petitioner.
SOLICITORS: *Deacon & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law]

Societies.

Law Association.

The usual monthly meeting of the Directors was held at the Law Society's Hall on Thursday, the 7th inst., when Mr. William Winterbotham was elected chairman of the board for the current year and took the chair. The other directors present were Mr. E. B. V. Christian, Mr. H. B. Curwen, Mr. P. E. Marshall, Mr. J. R. H. Molony, Mr. J. E. W. Rider, Mr. William Woodhouse, and the secretary, Mr. E. E. Barron. The allowances for the year to seventeen widows and daughters of London solicitors on the permanent list for annual assistance, and comprising three over eighty and five over seventy years of age, were considered and a total sum of £1,122 voted to their relief, payable by quarterly instalments. Seven new members were elected, and other general business transacted.

Legal Notes and News.

Professional Partnerships Dissolved.

GEORGE MURRAY HILL, HENRY GEORGE MARSHALL, and CHARLES HERBERT LAKE BLAXLAND, solicitors, 117, Cannon-street, E.C.4 (Baker, Blaker and Hawes), by mutual consent as from 31st May, so far as regards C. H. L. Blaxland, who retires. The business will be carried on in future by G. M. Hill and H. G. Marshall under the style of Baker, Blaker and Hawes.

Wills and Bequests.

Sir Richard Stephens Taylor, of 4 Field-court, Gray's Inn, London, W.C., and of 38 Lennox-gardens, London, S.W., solicitor, of Messrs. R. S. Taylor, Son and Humbert, lately chairman of the Equity and Law Life Assurance Society, and of the Law Reversionary Interest Society, Limited, a former president of the Law Society, who died on 30th March last, aged eighty-five years, left estate of the gross value of £231,123 17s. 10d. with net personalty £206,930 8s. 10d. Probate of his will, dated 28th January last, has been granted to his sons, Richard Stephens Taylor, solicitor, of 4 Field-court, Gray's Inn, London, W.C., and Francis Humbert Taylor, sherry shipper, of 38 Lennox-gardens, London, S.W. He left, among other bequests, a piece of plate, to be selected by his trustees, to the Garrick Club, in memory of his father's and his own long connexion with that club; £300 to the Solicitors' Benevolent Association; £350 to his managing clerk, Henry Corbett Jones; £150 to his cashier, Charles Henry Jennings, requesting his trustees to continue for two years the allowance of £100 per annum he had been in the habit of paying him for personal services; £150 each to his managing clerk, Paul Braddon, and his clerk, Charles Henry Weiss.

Mr. Walter Furley, solicitor, of Combe House, Barton Fields, and formerly of St. Margaret-street, Canterbury, who died on 25th December last, aged eighty-five, left estate of the gross value of £49,507. He left: £100 to his late clerk, Edward Birkin Mason; £50 each to his late clerks, John Thomas Cook and Laurence Kemp, and £50 to the Kent and Canterbury Hospital.

DISTINGUISHED INVALIDS.

We are pleased to learn that Mr. Justice MCCARDIE has now recovered from his somewhat long illness and was able to take his seat on the Bench for the first time on Wednesday last.

Mr. CLARKE-HALL, the Old-street Magistrate, who has been laid up with bronchitis following an attack of influenza, also returned to his court on Wednesday.

SIR C. HERNE-SOAME STRUCK OFF THE ROLL.

The name of Sir Charles Buckworth Herne-Soame, Bart., solicitor, formerly of Wellington and Dawley, Shropshire, has been ordered by the committee constituted under the Solicitors' Acts to be struck off the roll of solicitors.

The committee found that he had been guilty of misconduct in respect of matters for which he was convicted at the Central Criminal Court on 10th January, of conspiracy to defraud.

UNION LOSES APPEAL.

The National Union of Distributive and Allied Workers, Glasgow, lost an appeal at Edinburgh on Saturday against a decision of Lord Moncrieff in an action brought by three members of the union.

The union, it was stated, had refused the subscriptions of the three men in order that they might be put in arrears and their membership lapse. Lord Moncrieff decided that the union was bound to accept the subscriptions, and he granted an injunction against the union expelling the men as being in arrears.

This decision was confirmed by the First Division of the Court of Session.

The Lord President, giving judgment on the appeal, said that in the pleadings it was not suggested that the plaintiffs had continued to be members of the Scottish Horse and Motormen's Association after joining the defendants' union, but it appeared from an amendment of the pleadings by the defendants that the opinion of the Trades Union Congress was accepted by the defendants' executive as a decision upon the propriety of the continued membership of the plaintiffs in the defendants' union.

The union's proceeding was obviously futile. Arrears could not be created at the will of the creditor by the device of refusing payments duly tendered by the debtor.

SOLICITOR SENT FOR TRIAL.

At Bow-street on the 5th inst,, Edward Arthur Mammatt (fifty-three), a solicitor, of Ashby-de-la-Zouch (Leics), was committed for trial charged with fraudulent conversion. He reserved his defence and was allowed bail, himself in £1,000 and two sureties of £500 each.

The charges related to cheques of £195 1s. 8d., £689 14s. 6d., and £1,000, alleged to have been paid to Mammatt as trustee of the estate of the late Alfred William Bean, and to cheques of £1,500, £250, and £2,288, alleged to have been paid to him as trustee of the estate of Lionel Bean.

GAMES ON EPSOM DOWNS.

At Epsom on Saturday last, three persons were charged with gaming on Epsom Downs, at games called "Rolling the Penny," "Cover the Squares," and "Australian Roll Down."

Fines of twenty shillings were imposed in each case.

The magistrates expressed the following opinions on the games :—

"Rolling the Penny."—A game of chance without any skill in it at all.

"Cover the Squares."—A far greater proportion of chance than of skill.

"Australian Roll Down."—Purely a game of chance.

Mr. H. W. Rhymer, secretary of the Amusement Catering Association, who attended in the interests of the two persons charged in respect of "Cover the Squares" and "Australian Roll Down," intimated that there might be an appeal.

SPEEDY JUSTICE.

A motor car speed case was called and decided at the Croydon County Police Court on Saturday in very few words and about six seconds :—

The Chairman : Septimus Sheering.

Police-sergeant : Twenty-five miles.

The Chairman : Forty shillings.

It was one of a batch of cases in which a solicitor representing the Automobile Association pleaded guilty.

SIR LESLIE SCOTT, K.C., AND THE INDIAN PRINCES.

Sir Leslie Scott, M.P., who has just returned from India (where he has been acting as legal adviser to the Princes of the various States in preparing their case for the inquiry into the future of the native States in India) speaking at Liverpool on Wednesday, said that it was for the good of India that we should stay there. The whole progress of civilisation in India was largely the work of Great Britain, and if Great Britain withdrew, he was convinced the result would be disastrous for India itself. It was a matter of grave doubt whether it was possible to take western democracy as we knew it in this country and transplant it in a country of ancient habits like India. The decision of the Indian Princes was one of great moment in this Imperial issue. They wished to remain loyal to India as well as to the British Crown.

CRIMINAL APPEALS.

Lord Darling has presented a Bill in the House of Lords to give the Court of Criminal Appeal power on an appeal against conviction to quash the sentence and pass another sentence, a power which they have on an appeal against sentence. At present, if a prisoner appeals against his conviction only, the Court can either quash or confirm the conviction, but it has no power to revise his sentence, either by reducing or increasing it.

THE RECORDER'S HINT.

An appeal by an usher for "silence in court" having failed at the Old Bailey recently, the Recorder (Sir Ernest Wild, K.C.) quietly asked : "Would anyone like me to rise for five minutes for the conversazione to continue ?" The hum of conversation at the back of the court then ceased.

SOLICITOR'S WILL MISTAKE.

Sir Alfred Barrow, a Barrow-in-Furness solicitor, who left £12,240, like many other distinguished members of the legal profession, in making his own will, failed to comply with legal requirements, and an affidavit of due execution from an attesting witness was required before the will could be admitted to probate.

MAGISTRATES' JURISDICTION.

A police officer having suggested at the Marylebone Police Court recently that a charge of breaking and entering should be reduced to one of theft in order that the magistrate would be able to deal with it, Mr. Bingley—in our opinion quite properly—refused to allow that course to be taken, saying that the Lord Chief Justice and other judges greatly objected to magistrates altering charges in order to bring cases within their jurisdiction.

A UNIVERSAL APPEAL.

To Lawyers : For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W. 9.

SOLICITOR SUSPENDED FOR SIX MONTHS.

A Divisional Court of the King's Bench Division—the Lord Chief Justice, Mr. Justice Salter, and Mr. Justice Branson—have made an order that a solicitor, Mr. James Stewart Rothery, should be suspended from practice for six months and should answer complaints of professional misconduct which had been made against him.

Mr. Henn Collins, who moved that the order should be made, said that Mr. Rothery had been employed as assistant by Messrs. Crawford, Bayley & Co., solicitors, of Bombay, and had misappropriated various sums of money. On a previous application, on 9th May, to strike him off the roll, he had instructed his counsel to say that he was still a solicitor of the High Court of Bombay, and amenable to discipline there, whereas, at his own request, he had ceased to be so. The court then dismissed the application on the ground that the matter would be better dealt with at Bombay.

The Lord Chief Justice, in giving judgment, said that Mr. Rothery had deliberately misled the court by false statements of a material kind, and for so doing he would be suspended for the period mentioned.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y June 18	Mr. Synge	Mr. Bloxam	Mr. More	Mr. Hicks Beach
Tuesday .. 19	More	Jolly	*Hicks Beach	Bloxam
Wednesday. 20	Ritchie	Hicks Beach	*Bloxam	More
Thursday . 21	Bloxam	Synge	*More	Hicks Beach
Friday 22	Jolly	More	*Hicks Beach	Bloxam
Saturday .. 23	Hicks Beach	Ritchie	Bloxam	More
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y June 18	Mr. Bloxam	Mr. Jolly	Mr. Ritchie	Mr.*Synge
Tuesday .. 19	*More	*Ritchie	Synge	Jolly
Wednesday. 20	Hicks Beach	*Synge	Jolly	*Ritchie
Thursday . 21	*Bloxam	*Jolly	Ritchie	Synge
Friday 22	More	Ritchie	Synge	*Jolly
Saturday .. 23	Hicks Beach	Synge	Jolly	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

TRINITY SITTINGS, 1928.

COMPANIES (WINDING UP) and CHANCERY DIVISION.

Continued from page 388.

Chancery Petitions.

Hull Oil Manufacturing Co ld and reduced (to confirm reduction of capital)
Paul Ruinart (England) ld and reduced (same)
Thomas S Jackson & Sons ld and reduced (same)
City of San Paulo Improvement and Freehold Land Co ld and reduced (same)
Belgravia & General Investments Co ld and reduced (same)
Tanganyika Development Co ld and reduced (same)
Gingell, Son & Foskett ld and reduced (to confirm reduction of capital)
John Lockwood & Sons ld and reduced (same)
Joseph Burgess & Son ld and reduced (same)
Wm Carling & Co ld and reduced (same)
Hudson & Kearns ld and reduced (same)
Anglo-Canadian Hotels ld and reduced (same)
J & C Croysdale ld and reduced (same)
John Williamson & Sons ld and reduced (same)
Eileen Alannah Mining Co ld and reduced (same)
British Glues & Chemicals ld and reduced (same)
Marshall Kaye & Marshall ld and reduced (same)
Aublett Harry & Co ld and reduced (same)
British Borneo Timber Co ld and reduced (same)
Agwi Petrol Corporation ld and reduced (same)
J Lashwood ld (to sanction Scheme of Arrangement)
Smeed Dean & Co ld (to confirm alteration of objects)
Birmingham Citizens Society (same)
National Farmers Union Mutual Insurance Society ld (same)
E W Rudd ld (to confirm re-organisation of capital)
R G Lane ld (same)
Phillips Gilbert & Co ld (to restore name to register)

Companies (Winding Up).

Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally by consent)
S Jacobs & Co ld (ordered on March 15 1921 to s.o. generally)
H C Motor Co ld (ordered on July 5 1921 to s.o. generally)
Corbridge Steamship Co ld (ordered on Dec 15 1925 to s.o. generally)
R Maurice & Co ld (ordered on April 5 1927 to s.o. generally)

Adjourned Summonses.

Companies (Winding Up).

Vanden Plas (England) ld (with witnesses—parties to apply to fix day for hearing—retained by Mr. Justice Astbury)

Fairbanks Gold Mining Co ld (ordered on July 26 1921 to s.o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16 1921 to s.o. generally
Atkey (London) ld (ordered on Jan 22 1924 to s.o. generally)
Direct Fish Supplies ld (ordered on Feb 3 1925 to s.o. generally)
Consolidated Produce Corpn ld (appltn of Sir E Bellingham —with witnesses—ordered on Dec 7 1926 to s.o. generally —retained by Mr Justice Eve)
Same (appltn of H Williams—with witnesses—ordered on Dec 7 1926 to s.o. generally—retained by Mr Justice Eve)
Same (appltn of I Hyams—with witnesses—ordered on Dec 7 1926 to s.o. generally—retained by Mr. Justice Eve)
James Beck Cotton Spinning Co (ordered on June 28 1927 to s.o. generally—retained by Mr Justice Eve)
City Equitable Fire Insurance Co ld (c.a.v.)
Profits & Income Insurance Co ld
Arnold J Van den Bergh ld

Chancery Division.

French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2 1914 to s.o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3 1923 to s.o. generally)
Same (same)
Coastcon Steamship Co ld Henniker-Heaton v Coastcon Steamship Co ld and anr

GROUP II.

Before Mr. Justice ASTBURY.

Witness List. Part II.

Williams v Harries (fixed for June 5)
Re Macdonald Moore v Lindsay (s.o. until after return of Commission)
Mürrle v The Administrator of German Property (s.o. for Att.-Gen.)
Nottingham Corpn v Barton (not before June 18)
Vane v Famous Players Film Co ld
Nicholson v Wigton U D C (not before July 2)
Main v Catling
Medland v Garrett (not before June 1)
Davies v Ripon Corpn
Davidson v Newall & Clayton
Beindorff v F Chambers & Co ld
Sheet Iron Workers & Light Platers Soc v Boilermakers & Iron & Steel Shipbuilders Soc (not before June 19)
Lektophone Corpn v Premier Electrical Stores
Faclis v Faclis (fixed for June 11)
A E Jenks & Cattell ld v Richards (not before July 5)
Shutter v Standage
Balchin v Wheeler
Franks v Franks
Forth & Clyde & Sunnyside Iron Co ld v W Sugg & Co ld
Re Trade Mark No. 477,633 Re W Sugg & Co ld Re Trade Marks Acts 1905 & 1919
Re Curtis Curtis v Curtis (restored)
Astra-National Productions ld v Neo-Art Productions ld
Cotts v Contomichalos, Drake & Co ld (not before Michaelmas)
W A P Watson ld v Brown
Arnold v Hext
Davies v Scott
Eureka Note Changer ld v McIntire
Gardiner v Woodhams
Tomlyn v Fish
Trustee of G E R Murray (a bankrupt) v Gassman
Marno v Marno

Before Mr. Justice TOMLIN.

Assigned Adjourned Summons.

Re J & T M Greeves ld Patent & Re Patents and Designs Acts 1907 & 1919

Retained Adjourned Summons.

(From Group I.)

Re Bryde Lloyds Bank v Garritt (pt hd) (s.o. to June 20)

Short Cause.

Hylton v Wishlade

Further Considerations.

Caprotti v Taddeucci
Re Turner Turner v Lutter

Adjourned Summonses.

Re Thorowgood Gooby v Kemp (pt hd)
Re Robbins Holland v Gillam
Re Hall Longley v Hall
Re Curtis & Re Settled Land Act 1925
Re Durant Public Trustee v Durant
Re Cahn & Southern Furnishing Co ld's Contract
Re Sanderson Public Trustee v Benton
Re Woodward Boyton v Woodward
Re Wallis Wright Public Trustee v Wallis
Re Hicks Hicks v Brown
Re Kimber Vale v Rockman
Re Hammack Cox v Hammack
Re Kliszczewski Edwards v Adey
Re Evans Evans v Stirrup
Re Hudson Cooksey v Fynn
Re Fleming Fraser v Fleming
Re Merchant Seaman & Widows' Fund and Re Charitable Trusts Acts, 1853 & 1925
Re Bysouth Hughes v Bysouth
Re Burgoyne Lilley v Leigh
Re Musgrave Matcham v Stewart
Re Parsons Parsons v Trowell
Re Barnett Barnett v Barnett
Whitfield v Richards
Re Gordon Askew v Askew
Re While Whilford v While
Re Dean Dean v Dean
Re Burton Public Trustee v Eland
Re Henry Henry v Henry
Re Castle Castle v Castle

Before Mr. Justice CLAUSON.

Retained Adjourned Summonses.

Re Jackson Riddell v Watson
Re Same Same v Same
Re Same Same v Same

Retained Witness Action.

Lee v Bateson (pt hd) (s.o. to June 11)

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Kleinwort, Sons & Co v Auto-Strop Safety Razor Co ld (not before July 5)
Sinclair v J Bennett (Billingsgate) ld
Gallagher v Dessau (not before July 4)
Story v Story (restored)
Patons & Baldwins ld v Burlinson
Re Lyons Lyons v Lyons
Copper v Ravenshear
Levien v Porter
Birtwhistle v Sumner Engineering Co ld
Parish v Griffiths
Betteridge v Hooper
Lambert v Greaves
Hough v South Metropolitan Gas Co
Heselton v Paddon
Southern Furnishing Co ld v Cahn
Barnett v London Co-operative Society
Bishop v Flessati
A'Court v Edwards
Beckett v Beckett

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Court to be heard by a Divisional Court sitting in Bankruptcy. Pending May 25th, 1928.

Re A Sporle Expte W W Povah The Trustee v The Debtor appl from the County Court of Essex (Colchester) ref bk
Re Manning Expte The Crowmarsh Rural District Council & H B Barnsley v The Official Receiver appl from The County Court of Beds (Banbury) ref bk

MOTIONS IN BANKRUPTCY for hearing before the Judge. Pending May 25th, 1928.

Re Pinto Leite & Nephews Expte Visconde dos Olivaes v Sir W H Peat The Trustee
Re Same Expte Sir W H Peat The Trustee v J P Leite Visconde dos Olivaes
Re Arthur Expte F S Salaman The Trustee v The Debtor and ors
Re Martin Expte The Trustee v Mrs Martin
Re Ford Expte E H Hawkins The Trustee v Restall, Brown and Clennell ld
Re Same Expte Same v E Powell
Re Bargate Expte F H Stollard v Sir James Martin The Trustee
Re Huckstep Expte E H Hawkins The Trustee v A S Binns ld and The Imperial Window Cleaning Co
Re Hartigan Expte E H Hawkins the Trustee v M Jefferson
Re Smith Expte R C Sheen v F S Salaman (The Trustee of the property of R C R Allerton) and O L Richardson
Re Taylor Expte The Board of Trade v L T Wood
Re Moriarty Expte C Latham The Trustee v V E Hunter & Co ld

RAILWAY AND CANAL COMMISSION.

List of Pending Applications.

In the Matter of the Mines (Working Facilities and Support) Act 1923 (Part I) and The Mining Industry Act 1926 (Part II) and In the Matter of the Appln of The Campbeltown Coal Co ld
In the Matter of the Mines (Working Facilities and Support) Acts 1923 to 1925 & The Mining Industry Act 1926 (Part II) and In the Matter of the Appln of the Shrubbery Colliery Co ld and John Woodall Fred Dyson Sacker and Lewis Sacker
In the Matter of The Railway and Canal Traffic Acts 1854 & 1888 and In the Matter of the Appln of The British Reinforced Concrete Engineering Co ld v The London & North Eastern Ry Co The Great Western Ry Co The London Midland and Scottish Ry Co The Southern Ry Co The Manchester Ship Canal and The Cheshire Lines Co
In the Matter of the Mines (Working Facilities and Support) Acts 1923 to 1926 and The Mining Industry Act 1926 (Part II) and In the Matter of the Appln of The Shubbery Colliery Co ld and John Woodall Fred Dyson Sacker and Lewis Sacker
In the Matter of the Mines (Working Facilities and Support) Act 1923 & In the Matter of the Appln of Messrs. Haslegrave and Belton
In the Matter of the Mines (Working Facilities and Support) Acts 1923 to 1925 and The Mining Industry Act 1926 (Part II) and In the Matter of the Appln of the Denaby and Cadeby Main Collieries ld
In the Matter of the Appln of The Caterham Urban District Council against The Southern Ry Co

KING'S BENCH DIVISION.

CROWN PAPER.

For Argument.

The King v Flaxton Rural District Council
Mole v Harbour
Barnes v Haywards ld
Adams v Camfoni
Kerman & anr v London County Council
In re a Solicitor (motion to strike Solicitor off the Rolls, pt hd)
Thomas v Hughes
The King v The Minister of Transport (expte Leicestershire & Warwickshire Electric Power Co)
Lake v Cronin
Hunt v Cronin
The King v Keepers of the Peace and JJ. of the County of London and ors (expte Locke, Lancaster & W W & R Johnson & Sons ld and ors)
The King v Barrett (expte Billing, Jarrett, Read & Co ld)
The King v The Confirming Committee of the County of Southampton (expte Slade)
The King v Same (expte Slade)
In re a Solicitor (appeal by Solicitor from order of committee of Law Society)

CIVIL PAPER.

For Judgment.

Hodgkinson & anr v Hewitt (Sheffield County Court)

For Hearing.

N V Handel Maatschappij Leo Peltenburg v Aronson
M Hayes & Sons ld v Bishop (Mayor's & City of London Court)
Taylor v Thompson (Mayor's & City of London Court)
Cathcart & Cathcart v Connole, Rickeard & Green

Joel & Wife v Lynch-Staunton
Craske v Scottish Legal Life Assce Soc ld
Tont v Tont
Williams Deacons Bank ld v Catlow (Blackpool County Court)
Moore & ors v Goldberg (West London County Court)
Smith v Stage Pictorial Publishing Co ld (Westminster County Court)
Green v Morganti (West London County Court)
Moulll v Fitch & Gibbons (Edmonton County Court)
B Jacobs & Sons ld v Bennett's Haulage, Warehousing & Wharfage Co ld (Mayor's and City of London Court)
Glanfield Lawrence (Motors) ld v Kingston Service Garages ld (Kingston-on-Thames County Court)
Burke v Harvey
The Exors of the Will of Cotton, dec v Barber (Hertford County Court)
Webb v Tremellen (Mayor's & City of London Court)
Anderson v E Blackburn & Sons (Spalding County Court)
Loose v Low (Colchester County Court)
Whitehall Films ld v Lapworth & anr
Quarterly Dividends ld v Hill & anr (Tolzey Court of Bristol)
Ward v Cranston (Poole and Bournemouth County Court)
Hicks v Snooks (Cardiff County Court)
Collett v Perry (Burton-on-Trent County Court)
Clegg & Sons v Ibbotson Bros & Co ld (Sheffield County Court)
Lawrence v Squire (Shoreditch County Court)
Turner v Hewlett (Bristol County Court)
Leigh v Clark (Shoreditch County Court)
Norman & Barker ld v E F P Syndicate ld (Kingston County Court)
Meluish v James (Bow County Court)
McGrath v Watt, Torrance & Co ld (Lambeth County Court)
Ruscoe & anr v Burton (Marylebone County Court)

SPECIAL PAPER.

Gripalos v Kahl Wallis & Co ld

MOTION FOR JUDGMENT.

Rechl v Brooks & ors

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the Matter of an Application by Minet (re Mackay)
In the Matter of a Reference by the Minister of Labour (re Rowland & anr)
Same (re Barry & anr)

REVENUE PAPER.

English Information.

Attorney-Gen and The London & North Eastern Ry Co & ors
Attorney-Gen and John Edward Rudge

Cases Stated.

The Charterland & General Exploration & Finance Co ld and Commrs of Inland Revenue
T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
James Shipstone & Sons ld and G C Morris (H M Inspector of Taxes)
H D Beynon (H M Inspector of Taxes) and Thomas Wells Thorpe
R & H Green & Silley Weir ld and Commrs of Inland Revenue Commrs of Inland Revenue and R & H Green & Silley Weir ld
E C Carpenter ld and Commrs of Inland Revenue
C B Daw and Commrs of Inland Revenue
W F B Daw and Commrs of Inland Revenue
Mrs K I Duff-Dunbar and Commrs of Inland Revenue
Mrs V O Mackintosh and Commrs of Inland Revenue
A R Spiers and A D O Mackinnon (H M Inspector of Taxes)
Lionel Sutcliffe ld and Commrs of Inland Revenue
Commrs of Inland Revenue and Huntley & Palmers ld
Col F G Barker, Exor of A E Perkins dec and Commrs of Inland Revenue
William Frame and John Lewis Farrand (H M Inspector of Taxes)
The Geologists' Association and Commrs of Inland Revenue
The Midland Counties Institution of Engineers and Commrs of Inland Revenue
Hunt & Co and R R Joly (H M Inspector of Taxes)
Charles Clifford & Son ld and Commrs of Inland Revenue
Charles Clifford & Son ld and E A Puttick (H M Inspector of Taxes)
A G Morley (H M Inspector of Taxes) and Lawford & Co
Brigg, Neumann & Co and Commrs of Inland Revenue Commrs of Inland Revenue and Brigg, Neumann & Co
A G Kneeshaw (H M Inspector of Taxes) and Clay & Horsfall
Commrs of Inland Revenue and Sir Charles W Macara, Bart
Exors of the Will of J N Robertson Roger and P T Horton (H M Inspector of Taxes)
The Royal Insce Co ld and J B Stephen (H M Inspector of Taxes)
Commrs of Inland Revenue and The South-West Lancashire Coal Owners Association ld
C A Proctor and H E Ryall (H M Inspector of Taxes) H E Ryall (H M Inspector of Taxes) and C A Proctor
C A Proctor and H E Ryall (H M Inspector of Taxes) H E Ryall (H M Inspector of Taxes) and C A Proctor
William H Muller & Co (London) ld and Commrs of Inland Revenue
W S Watkins (H M Inspector of Taxes) and G D Hugh Jones
Commrs of Inland Revenue and The Iron Trades Employers Insurance Assoc ld
C C Benstead (H M Inspector of Taxes) and The Society of the Midland Dairy Farmers ld
James Leeming and Richard Henry Burnard Jones (H M Inspector of Taxes)
G C Morris (H M Inspector of Taxes) and J B Lewis & Sons ld
Commrs of Inland Revenue and J B Lewis & Sons ld
E W Collyer (H M Inspector of Taxes) and Hoare & Co ld
F M Miller (H M Inspector of Taxes) and Ellery & Co ld
Diana Marion Shanks and Commrs of Inland Revenue
J Brandwood and Commrs of Inland Revenue
J Brandwood and S M Banker (H M Inspector of Taxes)
Mrs Hannah Isabel Robson and Commrs of Inland Revenue
The Hon J H Stern and Commrs of Inland Revenue
The Committee of A. B. (a lunatic) and G R Simpson (H M Inspector of Taxes)

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITIONS UNDER THE FINANCE ACT, 1894.

In re William Francis Courthorpe, dec
In re Baron Henry Edward E V Bliss, dec
In re Alice Mary Drew, dec

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 28th June, 1928.

	Middle Price 13th June	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88⅝	4 11 0	—
Consols 2½%	56	4 8 6	—
War Loan 5% 1929-47	101⅝	4 18 9	4 18 9
War Loan 4½% 1925-45	96½	4 12 6	4 16 6
War Loan 4% (Tax free) 1929-42	100½	4 0 0	4 0 0
Funding 4% Loan 1960-1990	91	4 8 0	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94½	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	97½xd	4 12 0	4 16 0
Conversion 3½% Loan 1961	78	4 10 0	—
Local Loans 3% Stock 1921 or after	65	4 12 0	—
Bank Stock	264	4 11 0	—
India 4½% 1950-55	93	4 17 0	5 0 0
India 3½%	71½	4 18 0	—
India 3%	61½	4 17 0	—
Sudan 4½% 1939-73	97	4 13 0	4 17 0
Sudan 4% 1974	86	4 13 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3 13 0	4 6 0
Colonial Securities.			
Canada 3% 1938	85	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	94	4 5 0	5 0 6
Cape of Good Hope 3½% 1929-49	81	4 7 0	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 6
Gold Coast 4½% 1956	95	4 15 0	4 17 6
Jamaica 4½% 1941-71	95	4 15 0	4 18 6
Natal 4% 1937	93	4 6 0	5 0 0
New South Wales 4½% 1935-45	90	5 0 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	97	4 13 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 6
Queensland 5% 1940-60	99	5 1 0	5 3 0
South Africa 5% 1945-75	102	4 18 0	5 0 0
South Australia 5% 1945-75	97	5 2 0	5 0 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 0	—
Birmingham 5% 1946–56	104	4 16 6	4 17 7
Cardiff 5% 1945–65	102	4 18 0	4 18 0
Croydon 3% 1940–60	71	4 5 6	5 0 0
Hull 3½% 1925–55	78	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 0	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55	4 11 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6	—
Manchester 3% on or after 1941	65	4 12 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 12 0	4 17 0
Metropolitan Water Board 3% 'B' 1934–2003	66½	4 11 0	4 15 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64	4 15 6	—
Stockton 5% 1946–66	103	4 17 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 0	—
Gt. Western Rly. 5% Rent Charge	103	4 17 0	—
Gt. Western Rly. 5% Preference	99	5 1 0	—
L. & N. E. Rly. 4% Debenture	81	4 19 0	—
L. & N. E. Rly. 4% Guaranteed	76½	5 5 0	—
L. & N. E. Rly 4% 1st Preference	66	5 19 0	—
L. Mid. & Scot. Rly. 4% Debenture	83	4 16 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Preference	76¾	5 5 0	—
Southern Railway 4% Debenture	82¼	4 16 6	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	94	5 6 0	—

Continued from page xiv.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J.," Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, Honours Graduate in Laws, Prizeman and Honours, energetic and experienced general London practice, at present salaried partner in London, desires change and seeks appointment with firm in City or West End with view to ultimate partnership; expert conveyancer under new Acts and accustomed to interview and advise clients and to act without supervision. —Box 441, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (24), woman, good experience London and country; conveyancing, common law and general; willing undertake advocacy; accustomed interviewing clients; desires post London or within 50 miles. Salary by arrangement; would consider temporary post.—"C," Box 440, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (41), Public School, experienced conveyancing, probate, trusts, desires engagement; prospect future partnership. Now assistant solicitor with prominent firm. Salary by arrangement.—"W," Box 434, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ELDERLY Solicitor desires light position (entirely without supervision, if required), litigation or conveyancing (latter preferred), London.—"P.Q.," Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR recommends Junior Clerk (21). Six years present office; shorthand, typewriting; clerical side of work of Clerk to Commissioners of Taxes. Reasonable salary.—"H.," Box 405, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (B.A. Cantab. and Honours), desires engagement. Conveyancing, Common Law or Chancery, without supervision.—"K.L." Box 414, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, young, energetic and capable, requires post London; good experience; willing undertake advocacy, if required; salary by arrangement; temporary engagement might be considered.—"G.," Box 410, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PROVINCIAL Solicitors desiring to open London office on favourable terms, with or without assistance, should write.—"Subscriber," R., Box 354, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (39), seeks appointment, preferably abroad. Legal or semi-Commercial, experienced Conveyancing, Probate, Income Tax, Trust A/cs., Finance and numerous business enterprises. One-time Chief Accountant, large firm. Some capital. Replies to "P.L.," Box 213, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

DISABLED Ex-Officer, 32, desires any light work, travelling, collecting; would accept part-time or periodic employment. Dis. 207.

WILL any old Gunner Officer, Regular or Territorial, place ranker officer? Good store accountant; suitable for club secretary, estate steward; understands horses; age 45; energetic and reliable; go anywhere. 2037.

GENTLEMAN, aged 30, seeks appointment, agent, clerk of works, supervisor of stores, factory construction, concrete engineering; can drive car and ride; or situation for man and wife; Tropics barred. 9377.

GENERAL or Works Manager, middle aged, capable of taking entire charge large works with mass production; 25 years' experience in manufacture of bricks, tiles, etc.; excellent engineer; good references. 9041.

GENTLEMAN, 33, public school, 4 years' active service, sound health, capable shorthand and typewriting, highest references, seeks employment, scientific rather than economic (A) secretary to traveller; (B) assistant in research work (already 2 years' experience) (C) any similar appointment. 9381.

EX-OFFICER, aged 33, Public School, capable, highest integrity, travelled, knowledge of bookkeeping, accounts, desires secretarial, managerial or administrative post. Urgent. 467.

ARTICLED CLERKS.

CLERK (25), seven years' experience, knowledge of conveyancing, probate and general practice passed Intermediate, requires new articles for two years owing to death of principal; London firm; salary required about £2 a week.—"G.C.B.," Box 479, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising in London, desires to enter into an arrangement with another under which each would take the other's son under articles for 5 years.—"H.G.M.," Box 470, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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AMALGAMATION or Succession. — Wanted, Sound London practice, either City or West End; ample funds at command.—Apply "H.," Box 466, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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LONDON SOLICITOR with public appointments, seeks amalgamation with, or succession to solicitor desiring partial or complete retirement; energetic worker; capital available.—"H." Box 432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, London, with good class practice, wishes to amalgamate with a substantial firm.—Reply "L," Box 423, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS in Central London are desirous of acquiring a succession of entering into a working arrangement with a view to an amalgamation; moderate capital available.—"Lex," Box 428, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred. —Apply "B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CAPITAL available for first-class Conveyancing succession; seaside or country preferred.—L., Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LEGAL Succession.—London Solicitor, wide experience, seeks succession London Practice of best class, to amalgamate with present practice; would take over offices. Preliminary working arrangement preferred, highest references. Reply "A.B.," Box 252, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR of large experience and with good class and busy practice, having large front well-lighted room for principal and ample office space (close to Courts) wishes to meet solicitor with view to sharing general expenses. Negotiations strictly confidential.—Reply "H.C.," Box 455 c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

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MAIN ROAD.—Non-basement Residence, three reception, billiard room, kitchen, five bedrooms, bathroom; electric light; central heating; every convenience; two floors only. Ideal for professional man, Bargain at £2,000. Order to view of John Hollingsworth, Harwood House, Walham Green, S.W.6.

WANTED, £120 on Life Policy for £200. 28 premiums paid; interest, premium and re-payment guaranteed. 8 per cent. offered.—Address Box B, "Hampshire Chronicle," Winchester.

EDUCATIONAL.

TO AMBITIOUS LAW CLERKS.—NEGUS-PREMIER COLLEGE (LEGAL DEPT.), BYRON-STREET, BRADFORD, has specially prepared CORRESPONDENCE COURSES for Law Clerks on the Law and Practice of Conveyancing; Solicitors' Bookkeeping; Executorship Law, Probate and Estate Duty Practice; Torts; Commercial Law; Company Law; a General Course for Young Solicitors' Clerks; Matriculation, etc., and particulars will be furnished on application. Mention Course in which you are interested.

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ABSOLUTE REVERSION on decease of life 59, to about £3,500.—Solicitors, Messrs. Lazarus & Son, 19 Hanover-square, W.1.

ABSOLUTE REVERSION on decease of survivor of lives 78 and 48, to one-third of real and personal property estimated at £10,000.—Solicitors, Messrs. Albert, Dixon and Son, 175-6 Piccadilly, W.1.

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